

cc: OS
OCC
B2362
Ruh
ORIGINAL

FEDERAL MARITIME COMMISSION

WASHINGTON, D.C.

DOCKET NO. 15-11

IGOR OVCHINNIKOV, ET AL

v.

MICHAEL HITRINOV ET AL

Consolidated With

DOCKET NO. 1953(I)

KAIRAT NURGAZINOV, ET AL

v.

MICHAEL HITRINOV ET AL

**RESPONDENTS' REPLY TO COMPLAINANTS' RESPONSE TO THE
PRESIDING OFFICER'S ORDER TO SUPPLEMENT THE RECORD**

INTRODUCTION

Respondents Empire United Lines and Michael Hitrinov hereby reply to Complainants' Response to the Presiding Officer's June 29, 2016 Order to Supplement the Record. Some of the details of Respondents' Reply may be found in **Appendix A**, an annotated version of Complainants' Response. As there (and here) demonstrated, Complainants' assertions are, with few exceptions, incorrect as a matter of Shipping Act law and fact, and their purported documentary support on significant points is entirely irrelevant (not to mention imaginary, misstated, and/or fraudulent).

We address Complainants' assertions in two Parts. In Part I we note those matters where Complainants and Respondents agree, even if sometimes for different reasons. In Part II, we address the matters where the two sides disagree. The attachments are organized in three parts: **Appendix A**, as noted above, is an annotated markup of Complainants' Response; **Appendix B** is a compilation of all the documents cited by Complainants in their Response, as produced by Complainants¹; **Appendix C** consists of additional documents cited by Respondents herein.

As in the original Response, Respondents reply based on the unfounded assumption that Empire acted as an NVO with respect to the shipments at issue.² Respondents' Motion and Reply for Judgment on the Pleadings demonstrate in detail that Empire acted as a BCO vis-à-vis MSC, and so the FMC lacks subject matter jurisdiction over the dispute. For completeness, we have in Respondents' initial Supplement to the Record ("**Respondents' Initial Supplement**") and here provided the answers that would apply if Empire were somehow deemed to have acted in its NVO capacity. We do sometimes point out, however, where Complainants' own claims or authorities actually support Respondents' position that Empire was acting in its capacity as a beneficial cargo owner.³

¹ For the sake of brevity and clarity, we have not included all of the Exhibits to the Declaration of Michael Hitrinov (**Appendix B-3**), only Exhibit 17, which was referenced in Complainants' Response.

² We also assume arguendo Complainants' position that the members of the Global Auto Enterprise should be treated as individual entities, rather than the single enterprise and alter egos the New jersey Judge found them to be.

³ To clarify, there is not necessarily a single beneficial cargo owner that may qualify as a shipper in a particular case. Here, both Empire and Global had a beneficial interest in the cargo. See 46 C.F.R. 515.2(b).

PART I: AREAS OF AGREEMENT

1. **Identity of the two carriers.** Both sides identify MSC and Empire as the two carriers involved in the transportation, although Respondents identify Empire only by assumption.

2. **Identity of the shipper vis-à-vis MSC.** Both sides identify Empire as the shipper vis-à-vis MSC. Again, we believe that Empire acted as shipper in its status as a BCO, not as an NVO.

3. **Identity of the consignee vis-à-vis MSC.** Both sides identify CarCont as the consignee vis-à-vis MSC.

4. **The port of loading for MSC.** Both sides agree that the Port of Loading was New York, New York. Complainants also refer to it as MSC's "point" of loading, but a shipment cannot have both a port and a point of loading for the same carrier. Although perhaps unclear to neophytes, a "point" of origin or destination is a technical/legal term of art that necessarily refers to a location outside the port.

5. **The port of delivery/discharge for MSC.** Both sides identify Kotka, Finland as the port of delivery/discharge for MSC.

6. **Date of delivery for Empire.** Both sides identify the Empire date of delivery as:

- a. 2010 GMC Acadia – January 14, 2013.
- b. 2009 Camry – January 29, 2013.⁴

7. **Who directly paid the carriers.** Both sides agree that (i) Empire paid MSC and (ii) Effect Auto paid Empire for the Jeep Compass and Mercedes Benz, while G-Auto paid Empire for the GMC Acadia and Toyota Camry.

⁴ As to the 2011 Jeep Compass and the 2009 Mercedes, addressed below, Complainants are simply a day late.

8. Whether the cargo was transported via Empire's service contract with MSC.

Both sides agree that the cargo was moved under the MSC contract, but Respondents note more accurately that containers were moved, not individual cars.

II. AREAS OF DISAGREEMENT

1. The nature of the transportation provided by Empire (as an assumed carrier).

Under well-established shipping precepts, the transportation provided by Empire as an assumed NVOCC was plainly port-to-port.⁵ The ocean contract of affreightment between Empire and Global USA (Global Auto Enterprise USA) was from the Port of New York to the Port of Kotka, Finland. Although Empire also transported the containers to the Port from the facility where the jointly-owned Investment Vehicles were stored (and Complainants say from the Port of Kotka to CarCont), it did not do so pursuant to a through bill of lading or through contract of affreightment. Thus, such local transportation beyond port boundaries was outside the scope of FMC jurisdiction and instead subject only to STB (or Finnish) regulations regarding motor carriers.

Complainants argue incorrectly to the contrary that the transportation at issue here was (i) from the facility to which Global Auto Enterprise delivered the cargo (ii) to the CarCont facility in Kotka. In so doing, they treat the concept of point-to-point service, as merely a matter of locating the origin and location on a map. As the Presiding Officer and the cases cited in the June 29 Order recognize, however, the difference between port-to-port and point-to-point service is not merely geographical. Rather, it turns on the precise nature of the transportation obligation under the specific bill(s) of lading/contract(s) of affreightment.⁶ In particular, as the Presiding Officer and the cited cases recognize, the ocean carrier's responsibility and the FMC's jurisdiction does not extend to the inland segment unless there is a *through* ocean bill of lading

⁵ Courts have defined an NVOCC as "a consolidator who acts as a carrier by arranging the transportation of goods from port to port." *World Imports, Ltd. v. OEC Group New York*, 820 F.3d 576, 579 n.2 (3rd Cir. 2016) (quoting from *Logistics Management, Inc. v. One (1) Pyramid Tent Arena*, 86 F.3d 908, 911 n.1 (9th Cir. 1996)).

⁶ As the FMC has recognized, the exact same geographical transportation may or may not be within the FMC's jurisdiction depending on the precise obligation undertaken by the water carrier under its contract of affreightment. *The Government of the Territory of Guam v. Sea-Land Service, Inc.*, 28 S.R.R. 252, 266 (FMC 1998).

showing responsibility by the ocean carrier for inland pickup or delivery as part of the ocean transportation. Thus, for example in *Norfolk Southern R. Co. v. James N. Kirby, Pty Ltd.* 543 U.S. 14 (2004), the Court found that the bills of lading extended to the inland segment because and only because they were *through* bills specifically undertaking delivery at an identified inland location and thus were “maritime contracts” for the entire voyage. Likewise, in *Kawasaki Kisen Kaisha Ltd. v. Regal-Beloit Corp.*, 561 U.S. 89, 93 (2010) (emphasis added), the very first sentence of the opinion announces that “[t]hese cases concern **through** bills of lading covering cargo for the entire course of shipment, beginning in a foreign, overseas country and continuing to a final, inland destination in the United States. And the Court’s holding was that maritime law, not the Carmack amendment, applies “to a shipment [between the United States and a foreign country] under a **single through** bill of lading. Id. at 100 (emphasis added). Most importantly, the Court explicitly distinguished a through bill of lading from an ordinary ocean bill of lading:

The Court’s decision in *Reider v. Thompson*, 339 U. S. 113, is not to the contrary. That case involved goods originating in Argentina, bound for an inland location in the United States. The Court in *Reider* determined that ***because there was no through bill of lading, the original journey from Argentina terminated at the port of New Orleans.*** Id. at 102 (emphasis added).

Finally, in *Mitsui O.S.K. Lines Ltd. v. Global Link Logistics*, 32 SRR 126 (FMC 2011), the FMC relied on “K” Line and the through bill of lading to assert jurisdiction over the issue of split routing, specifically noting that the Court in “K” Line had likewise addressed “the coverage of both ocean and inland shipping ***under a single through bill of lading*** issued by an ocean common carrier, ***as is the case here.***” Id. at 131 (emphasis added).

Complainants do not suggest that Empire operated under a through bill of lading or through contract of affreightment. Indeed, the only evidence of the nature of the obligation

undertaken by Empire shows that it was from the Port of New York to the Port of Kotka, Finland. As detailed in Respondents' Initial Supplement, and confirmed by the testimony of the two principals to the transaction, no house bill of lading was sent to Global for these shipments. Rather, at the request of Global, the MSC bill of lading was used by the parties as the contract of affreightment for the transportation.⁷ See Respondents' Initial Supplement at p. 4. Complainants acknowledge that the MSC Bill of Lading is port-to-port, and this is reflected as well in the instructions Global sent to Empire in the form of a Bill of Lading/Dock Receipt or Master Bill of Lading. See Attachments 2A-2D to Respondents' Initial Supplement. All of these documents show the Port of New York and the Port of Kotka as the origin and destination of the ocean transportation.

Moreover, Complainants' own assertions confirm port-to-port service. They say that the Empire shipment did not begin until the vehicle titles were validated. As demonstrated below, under CBP regulations, title may not be provided, much less validated, until the vehicle is in the ocean carrier's possession at the port. They also state that, for Empire, the cars were shipped from the facility it controlled (and to which Global delivered the cars). The inescapable logic of this is that the transportation from facility to port was undertaken separate from the ocean transportation, and thus, by Complainants' own admission, was not within the FMC's jurisdiction.

None of the documents relied upon by Complainants suggests the contrary. As to Mr. Hitrinov's prior declaration where the precise nature of the shipment was not at issue, it states

⁷ Complainants are simply wrong when they allege in the Complaint that "EUL refused to provide an Empire house bill of lading for the shipment of Complainants' vehicles, although such bills of lading were duly demanded." Compl. para. 77. It is striking moreover, that in all the litigation Complainants' Counsel has led against Empire, including on behalf of Global and on behalf of Complainants herein, there has never been produced a single document or witness statement reflecting any such demand.

absolutely nothing inconsistent with port-to-port transportation. Mr. Hitrinov's statement that the cars were "shipped" from a facility controlled by Empire was not said in the context of defining for Shipping Act purposes the nature of the transportation or Empire's role therein. Rather, it simply identified the reality that the jointly-owned Investment Vehicles were brought to the facility controlled by the majority owner of the vehicles, where they were stored prior to export (at no charge to Global). When the title was delivered and the time was right, Empire, as part owner, placed them in containers and delivered the containers to MSC at its own expense. In the absence of a through bill of lading, these facts are fully consistent with port-to-port transportation (as Complainants acknowledge when they say the transportation began when CBP validated the titles), and thus mean nothing regarding the actual nature of the transportation. The statement that Empire also shipped vehicles "other" than the Investment Vehicles, is trivially true. It is factually accurate, but has no significance – except to support Respondent's assertion that vehicles were shipped by Empire in two different capacities – Investment Vehicles as a cargo owner and "other" vehicles as an NVO. Finally, Complainants misleadingly characterize Mr. Hitrinov's Declaration, by putting the phrase "final buyer" together with a statement to which it did not belong in order to suggest falsely that Mr. Hitrinov acknowledged point delivery. The complete quote is directly opposite to what Complainants now claim:

"Normally, the final buyer of the vehicles is required to pay storage charges from the time the vehicles are delivered to CarCont Oy, until picked up by the final buyer. However, in light of Kapustin's/plaintiffs' repudiation and efforts to wrest control of the vehicles from EUL, EUL was required to be paid CarCont Oy's storage fee before removing the vehicles from that facility for eventual sale."⁸

⁸ Complainants also insert without explanation a reference to CarCont as a "customs warehouse." That phrase appears nowhere in the document and does not accurately reflect what Mr. Hitrinov said. This is simply one manifestation of Complainants' wholesale manipulation of quotes. We identify others below.

What this means in plain English is that the party responsible for CarCont's storage fees was normally Global (specifically Global's Finnish sales agent Global Cargo OY), which would pass the charge on to its final buyers.⁹ In this case, Global defaulted, so Empire paid the charges not as a carrier, but as the majority owner of the cars and in their role as collateral.¹⁰

Complainants next point to the AESDirect submission listing Empire as the "freight forwarder," but fail to explain how being called a freight forwarder either (i) makes one an Ocean Freight Forwarder for purposes of the Shipping Act or (ii) tells you anything about the nature of the shipment (Ocean Freight Forwarders may participate in both port and door moves).¹¹ Indeed, for purposes of the AES submission, the Census Bureau defines freight forwarder (there called forwarding agent) as "[t]he person in the United States who is authorized by the principal party in interest to facilitate the movement of the cargo from the United States to the foreign destination and/or prepare and file the required documents." 15 CFR 30.1(c). Likewise, "[t]he authorized agent is the person or entity in the United States who is authorized by the USPPI or the FPPI to prepare and file the EEI or the person or entity, if any, named on the export license." 15 CFR 30.6(b)(1). Empire was the forwarding agent/authorized agent for Global. Kapustin Aff. App. 5. Thus, it was required by the Census regulations to identify itself as the freight forwarder. This was recently confirmed by the Census Bureau. See **Appendix C-**

⁹ Indeed, CarCont first billed Global Cargo Oy for the storage charges for all four cars. See **Appendix C-1**. This is how all Investment Vehicles were handled, as exemplified by the 36 other invoices from CarCont to Global (for 40 cars) included in **Appendix C-2**.

¹⁰ Global agrees. See Kapustin Aff. para. 35; **Appendix C-8** (Email from Global to Empire stating that Global is bringing the title for the Jeep Compass); and **Appendix C-9** (Email from Effect Auto to Empire referring to the Mercedes-Benz as "collateral").

¹¹ Perhaps Complainants believe that Empire can be found in violation in its purported role as a "freight forwarder." If so, that is entirely wrong, as by definition all forwarder activities occur in the United States, and the Complaint relies entirely on activities in Finland. Ocean Freight Forwarders deal only with the U.S. export end of transportation, not the foreign import. See, e.g., 46 U.S.C. 40102(18); *Edaf Antillas, Inc. v. Crowley Caribbean Logistics LLC*, 33 SRR 710, 717-18 (ALJ 2014).

3. And Complainants again fail to note that the AESDirect submission states that the “ultimate consignee” is CarCont, a title Complainants rhetorically appropriate to themselves.

Nor do Complainants advance their cause by referencing the Memorandum and Order of the Honorable Sandra L. Townes, dated November 13, 2015 (“**Townes Memorandum I**”).¹² See **Appendix B-5**. Nobody denies that Empire provided shipping and other services to Global – but that tells you nothing about either the nature of the transportation (port to port, point-to-point, port-to-point, or point-to-port) or the capacity in which Empire acted for the Investment Vehicles, as to which it shipped both for itself and for the co-owner Global.

Finally, Complainants purport to rely on imaginary documents – house bills of lading for the shipments. As discussed above and confirmed by both parties to the transportation arrangement, Global never requested, and did not want, a house bill of lading, so no such BOL was ever sent. Complainants’ Counsel knows this full well, as he was Global’s counsel at the time, and if such house bills were sent to Global he would have produced them as he has other Global documents, such as the various falsified invoices.¹³ Global and Empire decided, at Global’s request, to rely instead on the MSC bill of lading (admitted to be port-to-port) and the Dock Receipt/Bill of Lading that Global sent as instructions to Empire (which shows the same port-to-port service as the MSC BOL). Hitrinov Aff. Para. 14; Kapustin Aff. Para.19, 23.

2. Identification of the “shipper.” As stated above, Respondents agree with Complainants that Empire was the shipper vis-à-vis MSC. But as demonstrated in Respondents’ Motion and Reply for Judgment on the Pleadings, the capacity in which Empire acted as shipper of the

¹² We do note, however, that Complainants’ use of the Townes Memorandum at least borders on misrepresentation. Even apart from misleadingly trimmed quotations, Complainants try to hide the fact that, in this preliminary motion, Judge Townes was merely summarizing the Complaint, not making findings of fact.

¹³ As identified in Respondents’ June 22, 2016 Motion to Strike, and confirmed by Mr. Kapustin (Kapustin Aff. para. 38), the invoices from Empire to Global that Complainants produced as “shipping documents” are obviously fraudulent on their face.

Investment Vehicles was as majority owner of the vehicles. For those vehicles, Empire was a BCO, not an NVO.

As to the shipper vis-à-vis Empire (again assuming *arguendo* that Empire was a carrier and the Global entities are separate), it was either Global Auto, Inc., as stated in Respondents' Initial Supplement, or, as the only possible alternative, Effect Auto, which, as Complainants agree, held title to the vehicles. See **Appendix C-4** (Copies of Titles). Respondents believe that Global Auto, Inc. is appropriately considered the shipper. That is the entity with which Empire dealt in addressing transportation of the vehicles. In particular, communications between Empire and Global were channeled almost entirely through "Svetlana," an employee of Global Auto.¹⁴ Among other things, bill of lading instructions were sent to and *received from* Svetlana, and Empire's invoices were sent to her. Svetlana also communicated with Empire regarding

¹⁴ The below signature block used by Svetlana in the attached and all other correspondence with Empire identifies her as representing Global Auto and with an email address of account@globalautousa.com.

С уважением,

Светлана,
Global Auto USA.

Телефон: +1 (215) 942-8570.

Skype: [svetlana.global.auto.usa](https://www.skype.com/user/ Svetlana.global.auto.usa)

E-mail: account@globalautousa.com

Веб-сайт: www.GlobalAutoUSA.com - Автомобили из США. Продажа авто из Америки.

Respectfully,

Svetlana,
Global Auto USA.

Phone: +1 (215) 942-8570.

Skype: [svetlana.global.auto.usa](https://www.skype.com/user/ Svetlana.global.auto.usa)

E-mail: account@globalautousa.com

Web-site: www.GlobalAutoUSA.com - Vehicles from USA. Auto sales from USA.

valuations of the Investment Vehicles, and other transportation matters. Of particular note, neither G-Auto nor Complainants are identified on any of the documents.¹⁵

The only alternative entity that could be considered the shipper is Effect Auto. As shown by the titles themselves, even as produced by Complainants, Effect Auto was the legal owner of all four vehicles, and hence had a beneficial interest in the cars that would have qualified it as a BCO.

Complainants' suggestion of G-Auto as the shipper is simply wrong under the Shipping Act, which limits the types of entities that may be deemed "shippers." 46 U.S.C. 40102(22). Complainants do not suggest that G-Auto is a shippers' association, an NVOCC, or the consignee, which leaves only two possibilities. G-Auto is not a "cargo owner," because, unlike Effect, it did not have title to or an equity interest in the vehicles. Nor could G-Auto be said to be the party for whose account the transportation was provided, as that too requires a special relationship to the cargo not evidenced here.¹⁶

In attempting to stake their claim to G-Auto as the shipper vis-à-vis Empire, Complainants point to a motley assortment of documents, none of which bears any relevance to the question of who the shipper was for purposes of the Shipping Act.

First, they point to the purported "contracts" for sale of the automobiles from G-Auto to Complainants. See **Appendix B-6**. Although these "contracts" are actually mere invoices, even as contracts they would not be "maritime" contracts, but rather, ordinary commercial contracts

¹⁵ Collected in **Appendix C-7** are emails from Svetlana for each of the cars, showing, inter alia, that Global and Empire agreed that the Dock Receipt/Bill of Lading (sometimes called Master Bill of Lading) would serve as the instructions for the shipment.

¹⁶ As the Commission has made clear, mere payment for the transportation is not enough to qualify the payer as the person for whose account the transportation was provided. *Petition of National Customs Brokers & Forwarders Association of America for Issuance of Rulemaking*, 28 SRR 1042 (FMC 1999). In any event, as both Complainants and Respondents agree, G-Auto paid for only two of the four vehicles at issue. See Part I.7, above.

subject to commercial laws and commercial modes of dispute resolution.¹⁷ And as discussed immediately below, the “invoices” contain many discrepancies that render them invalid. Thus, as a matter of both law and fact the invoices are not the sort of documents upon which either industry or courts could rely in ascertaining who is the shipper and who is the consignee.¹⁸

As previously explained, and now confirmed by the Declaration of Ms. Kapustina, President of Effect Auto (para. 1), G-Auto had no right to sell these vehicles, as they were actually owned by Effect Auto. Moreover, as identified in Respondents’ Initial Supplement, G-Auto also issued similar “contracts” (invoices) to at least one other alleged purchaser of each vehicle.¹⁹

These purported invoices also raise other questions; this is why they are subject to a motion to strike, and we assume why Complainants refuse to produce them in native format.²⁰ As explained in Respondents’ Initial Supplement, for example, the invoices: (i) typically address multiple vehicles, but with the exact same invoice number, and (ii) leave grave doubt that even the vehicle price, much less the transportation cost, was ever paid by Complainants. Moreover, the invoice for the GMC Acadia is dated August 22, 2012, but according to the Title, Effect Auto did not own the car until almost two months later (October 11, 2012). See **Appendices B-6 and C-4**. Likewise, for the Jeep Compass, the “contract” is dated May 10, 2012, while Effect Auto did not own the car until October 10, 2012, more than five months later. See **Appendices B-6**

¹⁷ “A contract of sale concluded between the seller and the buyer . . . is not a maritime contract and will be governed by commercial law principles.” T. Schoenbaum, *Admiralty & Maritime Law* § 10-1 at 2 (2nd Ed. 1994).

¹⁸ The reason why invoices are not considered transportation documents is obvious with even a smidgen of thought. The entire shipping world would be thrown into chaos if carriers had to treat invoices as transportation documents in addition to the actual contracts of affreightment and shipper’s instructions without knowing which might govern in a particular instance.

¹⁹ Whereas Complainants’ Counsel now asserts G-Auto was the seller, Complainants’ Counsel previously asserted contrary claims before the EDNY—that the vehicles were the property of Effect (not G-Auto or Complainants).

²⁰ Mr. Kapustin states that all documents were sent to customers by email (Kapustin Aff. para. 40) and so it should be simple for Complainants to produce them in that manner.

and **C-4**. Mr. Kapustin has asserted that these “G-Auto” invoices,” like those purporting to be from Global to Empire, have been falsified. Kapustin Aff. para. 39. Accordingly, even if invoices could in some cases serve as maritime contracts, which we have shown above they cannot, certainly the flaws in these allegedly-falsified invoices render them totally invalid, even apart from Complainants’ refusal to produce native originals.

More fundamentally, identification of the “seller” of the cargo bears no relationship to the identity of the “shipper” for the transportation contract. For FMC purposes, the shipper in any transportation arrangement is the entity that is qualified as a shipper and that is identified as shipper on the shipping documents. As demonstrated above, G-Auto simply does not meet any of the qualifications to be the shipper, and was never identified as such.

Furthermore, Complainants have made inconsistent statements about the entity from which they purchased the vehicles. Attached as **Appendix C-5** are signed statements from Complainants (produced by Complainants as part of their “shipping documents”) asserting (twice in each statement) that they purchased the car from “Global Auto,” not G-Auto.²¹

Complainants next point to a statement in the Memorandum and Order of the Honorable Sandra L. Townes, dated November 13, 2015 (“**Townes Memorandum II**”), reciting as follows: “Between March 2010 and December 2012, Plaintiffs utilized the services of EUL (and, by virtue of the Service Agreement, the service of MSC), in shipping cars to Europe.” See **Appendix B-7**. Even apart from the fact that this was a summary of Complainants’ allegations, not a finding of fact, the statement is simply meaningless for purposes of identifying the actual shipper. Although G-Auto was among the plaintiffs, so too were Global Auto, Inc. and Effect Auto Sales, Inc. Even Complainants would not have enough chutzpah (we hope) to claim that

²¹ Each statement states identically; (i) that Complainant “[w]as informed by Global Auto, which I purchased the car from,” and (ii) that the entities involved included “Global Auto (seller). See **Appendix C-5**.

each of the three entities was the shipper for purposes of the transportation contracts. We thus return to square one, where, as shown above, the shipper is either Global Auto, Inc., which made all of the actual transportation arrangements, or possibly Effect Auto Sales, which held title. By no means is it G-Auto.

In ascending order of silliness, Complainants next assert that the Declaration of Mr. Hitrinov in another proceeding identifies G-Auto as the shipper. See **Appendix B-3**. The two passages they quote, however, do not even mention G-Auto, much less identify it as the shipper for purposes of the Shipping Act. Going even further up the ladder, Complainants refer without explanation to powers of attorney or written authorizations for filling out the AESDirect, which may be found at Kapustin Aff. App. 5 and do not mention G-Auto.²² Finally, Complainants cite to the imaginary house bills of lading that Complainants know were never sent to Global Auto Enterprise. Unfortunately, imaginary documents may be no more relied upon than imaginary friends.

3. Identification of the Consignee. As noted in Part I, above, Respondents and Complainants both identify CarCont as the consignee vis-à-vis MSC. CarCont was also the consignee with respect to Empire. Complainants attempt desperately to appropriate that role, naming themselves as the “ultimate consignees.” Whatever Complainants choose to call themselves, they cannot bootstrap themselves into the legal status of consignee by mere nomenclatural legerdemain. As shown in Respondents’ Initial Supplement, Complainants stretch the term “consignee,” which means the consignee identified on the contract of affreightment, beyond any bounds cognizable under the Shipping Act. Indeed, they themselves recognize the true consignee when they say in their answer to Question 6 that “[w]ith respect to EUL as

²² Complainants are being disingenuous when they suggest that such a power of attorney/written authorization was needed more generally for Empire to carry out “the export transactions” on behalf of Global Auto, Inc.

[assumed] carrier, the point of delivery was: CarCont LTD.” If that was the point of delivery, then CarCont was the consignee. Furthermore, as previously identified, the very AESDirect forms incorrectly relied upon by Complainants identify CarCont as the “ultimate consignee.” See **Appendix B-4.**

Remarkably, in the roughly nine months this proceeding has been ongoing, through multiple rounds of supplemental documents, as well as appendices/attachments, Complainants have yet to identify a single document, or a single witness statement, tying any of the Complainants to any of the transportation arrangements. Their names do not appear on any of the actual shipping documents; they recognize that they were not a shipper on any documents; and they have made no showing that Empire even knew who they were until well after the transportation was finished. This by itself is dispositive.

The shippers’ instructions in this case are also directly contrary to Complainants’ position. As addressed above, the only instructions Empire had from Global were contained in the agreed-upon Dock Receipt/Bill of Lading (in some cases titled Master Bill of Lading). Under those instructions, Empire’s role as assumed NVO ended when the containers were turned over to CarCont at the port. After that, the transportation was entirely between Global, through its agent Global Cargo Oy, and CarCont. As explained above, at that point all CarCont charges, such as unloading and storage, were for the account of Global. Moreover, when Global wanted the four cars released, it sent a request to CarCont. Kapustin Aff. App. 21. Each plainly requests CarCont to release the vehicle to a specific individual designated by Global Cargo Oy (acting as stated thereon as agent for all Global companies). Neither Complainants, the other purchasers of the same vehicles, nor any other downstream entity was included within the instructions. Thus,

CarCont lacked any authority to release the vehicles to Complainants, and they may not be considered consignees.

Complainants' lack of any recognized relationship to the transportation agreements is reinforced by the very documents to which they cite. The invoices from G-Auto are not only unreliable and possibly falsified, but at best constitute agreements for the purchase of goods; they have absolutely no bearing on the transportation arrangements. If those invoices impose a delivery obligation on anyone, it is Global, not Empire.²³ See n. 19, above. It is no different than if someone in Argentina bought a wood-burning stove online from Sears and Sears shipped it from the United States to its own warehouse or agent in Argentina for subsequent pickup by or delivery to the customer. Nobody familiar with the Shipping Act would even suggest that the customer is the consignee – ultimate or otherwise.

Complainants' reliance on the CBP document is astonishing. Even apart from the absence of any relationship to the Shipping Act, Empire did indisputably provide consignee information to CBP, properly identifying CarCont as the consignee. Thus, this document supports Respondents, not Complainants.

Complainants next toss into the ring a Declaration of Irina Kapustina in a totally different matter, which reads curiously much more like a legal memorandum than a statement by a fact witness. We see no basis on which to admit, much less rely upon, such a document. In any event, it is hardly surprising that a person accused of failing to deliver vehicles and actually selling the same vehicles to multiple customers (as occurred here) would make such statements (without of course providing any supporting evidence) in order to shift blame elsewhere.

²³ Indeed, at the very page of the Townes Memorandum cited, but misleadingly quoted, by Complainants (page 4), Judge Townes recites Plaintiffs' own assertion that: "The contracts of sale for the vehicles provided that *if Plaintiffs failed to make delivery* within a reasonable time, customers could cancel their contracts and receive a refund of the purchase price." (Emphasis added).

Furthermore, Ms. Kapustina states that she is making the Declaration in her capacity as President of Effect Auto, not G-Auto (para. 1), and confirms that the cars were owned by Effect Auto, *not* G-Auto. This actually disproves Complainants' theory that they were consignees by virtue of invoices from G-Auto.

Moreover, if one examines the statement closely, it actually says nothing of relevance, even as misquoted by Complainants. Ms. Kapustina first says that the automobiles "should have been released." That is true only if Global requested release and met the prerequisites to release. Global did neither. As previously noted, it is truly remarkable that Complainants have not identified even a single document or other shred of evidence showing that *anyone* – much less Global – ever made a request to Empire for release of these cars. Given that Complainants' counsel was Global's counsel at that time and in the EDNY litigation, the absence of any such evidence is virtually conclusive proof to the contrary. Moreover, Complainants have misleadingly elided the beginning of the statement, which reads: "*Our* vehicles should have been released" (Emphasis added). See **Appendix B-9**. When the quote is thus corrected, it becomes quite clear that Ms. Kapustina is talking about release to Global, not to unidentified persons who might have purchased the cars from a different entity (or been one of several to do so).

Ms. Kapustina also says that "the ultimate end purchaser should have received their vehicle in a timely fashion." They certainly should have, but it was Global, not Empire, that was obligated to deliver the cars to the Complainants (see n. 19, above); and it was Global, not Empire, that failed both to request release and to meet the requirements for release. Had Global done so, it would have received the vehicles and would have been able to timely deliver them to Complainants (or to the other buyers to whom Global sold the same vehicles).

Moreover, the Kapustina allegations in this Declaration are flatly contrary to: (i) her own letter to Mr. Hitrinov admitting Empire's ownership interest in the Investment Vehicles, Kapustin Aff. App. 3. (ii) the Affirmation of Mr. Kapustin, head of the Global Auto Enterprise, stating that Empire was well within its rights to retain the vehicles Kapustin Aff. Para. 13, 14, 61. and (iii) the letter from Ms. Kapustina to Mr. Hitrinov stating that Global would use CarCont as its agent. **Appendix C-6.**

Complainants cite a statement in the Townes Memorandum II to the effect that the vehicles had already been pre-sold to customers overseas. See **Appendix B-7.** This is another instance of Complainants' misdirection by redaction. As the more fulsome quote shows, Judge Townes was not stating facts, or otherwise giving the statements her imprimatur, but merely reciting what was said in Plaintiffs' motion (which she denied) for a TRO and preliminary injunction, and the specific term "pre-sold" was taken directly from declarations by Plaintiffs in support of their motion (as shown by the quotation marks employed by Judge Townes):

"Plaintiffs moved for a temporary restraining order and preliminary injunction, seeking a mandatory injunction directing Defendants to release, or cause the storage facilities having possession of the cars to release, the automobiles listed in Exhibit C to the Complaint. In support of their motion, Plaintiffs filed three nearly identical declarations [from Ms. Kapustina, Mr. Kapustin, and Mr. Goloverya]. All three declarations state that, on various dates between March 2010 and December 2012, the declarant entered into multiple separate contracts with EUL to ship vehicles to Finland. At the time the vehicles were delivered to EUL, the vehicles had already been 'pre-sold to customers overseas.' Kapustina Dec., ¶ 6; Kapustin Dec, ¶ 6; Goloverya Dec., ¶ 6." **Appendix B-7**, at p. 4.

Moreover, as discussed above and in Respondents' Initial Supplement, there is considerable doubt about these "sales." According to Mr. Kapustin, each of the Complainants still owes money for the vehicle, and so has a "reservation" rather than a purchase. He also alleges that the invoices have been falsified. Moreover, at least some of the vehicles have

invoice dates well before Effect Auto obtained ownership. And each of the cars was also “pre-sold” by Global to at least one other person. In any event, any such sale was totally unknown to Empire and contrary to its agreement with Global. Hitrinov Aff. para. 32; Kapustin para. 29, 30.

In any event, we have already shown that these purported “invoices” are not maritime contracts and have no relevance to answering the question at hand – who was the consignee? Complainants’ position thus boils down to the claim that a common carrier is required to deliver cargo, regardless of the shipper’s instructions, to persons of whose existence he is totally unaware, who do not have the original contract of affreightment and whose names do not appear on any single transportation document (or on any other document provided to the common carrier, here Empire). One can only shake one’s head and exclaim “huh.”

4. **Place of Origin.** As stated in Part I, above, the parties agree that the Port of New York was the MSC port of origin (we will assume Complainants’ reference to a “point” of loading for MSC was simply an inadvertent error). As to the Empire origin (again assuming for purposes of argument that Empire was acting as an NVO) , it is, as discussed in Part II.9, above, also from the Port of New York for purposes of the Shipping Act. Any motor transportation prior to the port was not part of the ocean transportation, but rather a separate land move that Empire performed in its role as partial owner of the cargo.

5. **Date of Shipment.** With respect to MSC, Complainants misidentify the date of shipment because they are unfamiliar with the Shipping Act regime. As explained in the original Declaration, the date of shipment is the date that the cargo is physically received by the common carrier or its agent (i.e., the date the container was in-gated at MSC’s Port of New York facility). 46 C.F.R. 520.7(c). Those dates were as follows based on MSC’s tracking records (see Attachments 7A-7D to Respondents’ Initial Supplement):

- a. GMC Acadia. December 18, 2012.
- b. Jeep Compass. November 8, 2012.
- c. Mercedes Benz. November 8, 2012.
- d. Toyota Camry. January 3, 2013.

Under the same rule, the applicable dates for Empire are the dates on which Empire physically received the vehicles from Global at a facility under Empire's control. Those dates are as follows:

- a. GMC Acadia. October 19, 2012.
- b. Jeep Compass. October 18, 2012.
- c. Mercedes Benz. October 25, 2012.
- d. Toyota Camry. November 14, 2012.

Complainants make the passing strange assertion that a shipment should be deemed to begin when the title is validated.²⁴ If that were true, then the shipments would necessarily be port-to-port, as the title may not even be provided to CBP, much less validated, until after the vehicle is at the port.²⁵ Furthermore, because the title validation process applies only to vehicles, Complainants' proposal would mean either that containers with other cargo would have no shipment date, or that a container of vehicles would be treated differently than a container of any other commodity, such as machine parts or refrigerated cargo. Nor do Complainants proffer any reason why validation of title is a more significant date than any other export requirement for cars or other cargo. All this is irrelevant, however, for two reasons. First, as stated in the CBP field manual produced by Complainants: "CBP will no longer provide a stamped 'release for

²⁴ A "validated" title is no more than the original title with a date stamp. It is neither more nor less valid than the original title.

²⁵ "The vehicles must be delivered to the exporting carrier prior to presentation of documents." See **Appendix B-8**.

export vehicles With no action or notification by CBP, vehicles may be loaded for export 72 hours after proper and compliant documents have been presented to the CBP.” **Appendix B-8.** Second, and most importantly, the FMC regulations already tell you exactly how to calculate the date.

Even more bizarre, Complainants attempt to support their position by reference to entirely irrelevant, and largely imaginary, documents. Even if Respondents did have “validated” copies of the titles, they would tell you only the date of validation, but would offer no support for the proposition that such date has any relevance under the Shipping Act. Nor, as discussed above, and as Complainants’ Counsel well knows, were any house bills of lading ever used or sent for these shipments, for which the parties agreed to use the MSC bill of lading and the instructions given by Global in the form of a Dock Receipt/Bill of Lading or Master Bill of Lading. Finally, Complainants cite to a CBP Field document, which states that “the original certificate of title” is required for export of an automobile. See **Appendix B-8.** Respondents did in fact provide the original titles to CBP. These original titles were, as a matter of necessity and course, passed on to CarCont (with the cars) for transmittal to Global Cargo Oy when it came to pick up the cars. All Respondents retain are *copies* of those original titles, and they were already produced to the Presiding Officer and Complainants (who produced the same documents from an unknown source) as part of the original shipping documents.

6. Place of Delivery. As stated in Part I, above, Respondents agree that the MSC port of delivery was the Port of Kotka, Finland. As to the Empire place of delivery, we have explained in Respondents’ Initial Supplement why it too must be the Port of Kotka. See Respondents’ Initial Supplement, at p. 11.

Complainants assert that the place of delivery for Empire was instead the nearby CarCont warehouse. They base this on a single document – a Finnish Customs Report – which they claim “explains that the point of delivery was the warehouse of CarCont in Kotka, Finland.” See **Appendix B-10**. Putting aside the question of how anyone could rely on a customs report created well after the fact, Complainants’ assertion is pure fantasy and wholly misrepresents what the document actually says. The Report states absolutely *nothing* about delivery to CarCont, much less who performed the delivery or who was responsible for the delivery for purposes of the Shipping Act. **All** it indicates is that at some time the cars were present at the CarCont warehouse; it says nothing about when, how, and by whom they got there.

7. **Date of Delivery.** Complainants claim not to know the date of delivery by MSC. As demonstrated by MSC’s Tracking Reports and identified in Respondents’ Initial Supplement, those dates were as follows:

- a. **GMC Acadia.** January 14, 2013
- b. **Jeep Compass.** December 11, 2012
- c. **Mercedes Benz.** December 11, 2012
- d. **Toyota Camry.** January 29, 2013.

For Empire, the date of delivery is the date it was out-gated by CarCont from the Port. As stated in Part I above, Respondents agree with Complainants that the GMC Acadia was delivered on January 14, 2013 and the Toyota Camry was delivered on January 29, 2013. As also stated above, Complainants are simply a day late for the Jeep Compass and Mercedes-Benz, which according to MSC’s tracking report CarCont took possession of on December 11, [not 12] 2012. Complainants’ error is likely based on their misunderstanding of the Hitrinov Declaration and their conflation of delivery for Shipping Act purposes and storage for commercial purposes.

8. Identification of Entity that Directly Paid the Carrier. As noted above, Respondents agree with Complainants as to which entities respectively paid MSC and Empire. We note, however, that Empire did produce its freight invoices, which were part of the “shipping documents” Respondents produced in June. While Complainants may not like the form of the invoices, they were agreed to and actually used by the Parties, including when Complainants’ Counsel was counsel for Global. We are surprised, however, to see Complainants resurface the facially fraudulent “statements” that were so obviously manipulated by Global, and according to Global by Complainants’ Counsel.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Eric Jeffrey Anjali Vohra", is written over a horizontal line.

Eric Jeffrey
Anjali Vohra

Nixon Peabody LLP
799 9th Street, N.W., Suite 500
Washington, D.C. 20001
202-585-8000

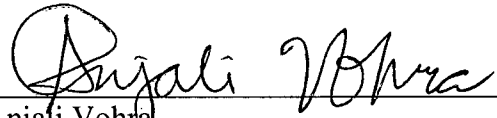
CERTIFICATE OF SERVICE

I hereby certify that I have this day served the foregoing Respondents' Reply to Complainants' Response to the Presiding Officer's Order to Supplement the Record by email and first class mail to the following:

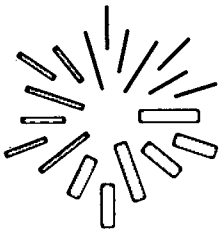
Marcus A. Nussbaum, Esq.
P.O. Box 245599
Brooklyn, NY 11224
Marcus.nussbaum@gmail.com

Seth M. Katz, Esq.
P.O. Box 245599
Brooklyn, NY 11224

Dated at Washington, DC, this 9th day of August, 2016.



Anjali Vohra
Counsel for Respondents



**NIXON
PEABODY**

RECEIVED

2016 AUG -9 PM 5: 06

NIXON PEABODY LLP
ATTORNEYS AT LAW

NIXONPEABODY.COM
@NIXONPEABODYLLP

OFFICE OF THE SECRETARY
FEDERAL MARITIME COMM

Anjali Vohra
Associate
avohra@nixonpeabody.com

Nixon Peabody LLP
799 9th Street NW
Suite 500
Washington, DC 20001-4501
202-585-8000

August 9, 2016

VIA EMAIL AND FIRST CLASS MAIL

The Hon. Karen V. Gregory
Secretary of Federal Maritime Commission
800 North Capitol St.
Room 1046
Washington, D.C. 20573

Re: Docket No. 15-11 – Ovchinnikov v. Hitrinov

Dear Ms. Gregory:

Enclosed for filing in the above-captioned matter are an original true copy and five (5) additional copies of:

1. Respondents' Reply to Complainants' Response to the Presiding Officer's Order to Supplement the Record

Please contact me if you have any questions.

Best regards,

Anjali Vohra

Enclosures

Respondents' Annotated Markup Of Complainants' Response

**BEFORE THE
FEDERAL MARITIME COMMISSION**

DOCKET NO. 15-11

IGOR OVCHINNIKOV, IRINA RZAEVA, and DENIS NEKIPELOV,

— vs. —

**MICHAEL HITRINOV a/k/a
MICHAEL KHITRINOV,
EMPIRE UNITED LINES CO., INC., and CARCONT, LTD.**

INFORMAL DOCKET NO.: 1953(I)

KAIRAT NURGAZINOV,

— vs. —

**MICHAEL HITRINOV a/k/a
MICHAEL KHITRINOV,
EMPIRE UNITED LINES CO., INC., and CARCONT, LTD.**

**COMPLAINANTS' RESPONSE TO ORDER FOR PARTIES
TO SUPPLEMENT THE RECORD**

Pursuant to the Presiding Officer's Order of June 29, 2016 which directed the parties herein to supplement the record in this matter, Complainants, through their Counsel, Marcus A. Nussbaum, Esq., respectfully provide the following information:

Question 1: Identify each common carrier that assumed responsibility for transportation of the automobiles from the United States to a port or point in a foreign country.

Answer: For all four vehicles at issue in this matter, the common carriers were respondent Empire United Lines Co. Inc. ("EUL") and Mediterranean Shipping Company S.A. ("MSC"). With respect to the foregoing, MSC was responsible for the 'Port to Port' transportation of the automobiles. The Presiding Officer is respectfully referred to the MSC Bills of Lading ("BOL"), annexed as Appendix "E" to Complainants' Response to Respondents' Motion for Judgment on the Pleadings, as well as the MSC Service Contract between MSC and EUL annexed as Appendix "F" to Complainants' Response to Respondents' Motion for Judgment on the Pleadings.

With respect to the foregoing, EUL was responsible for the 'Point to Point' (i.e. warehouse to warehouse) transportation of the automobiles. Even assuming arguendo that Empire was acting as an NVO, there was no "Point to Point" transportation, as shown in Respondents Supplement and in the Reply to which this is attached. The Presiding Officer is respectfully referred to the following documents in support of this response:

A. The Declaration of Michael Hitrinov, dated May 23, 2013 (from the matter of *Global Auto Inc. et al., v. Michael Hitrinov et al.*, U.S.D.C. – E.D.N.Y. Docket No.: 13-cv-2479) and annexed hereto as Appendix "A" in which respondent Hitrinov explains as follows:

"I am president of Empire United Lines Co., ("EUL"), principally a transportation service company that is involved in freight forwarding, warehousing and the shipping of containers and other cargoes..." (p.1, ¶ "1");

The Declaration explains that the vehicles at issue herein¹ "...were shipped out of EUL's designated facility in Elizabeth, NJ and into the Carcont OY storage facility in Kotka, Finland..." (p. 2, ¶ "5").

The Declaration further explains that "plaintiffs² requested that EUL arrange for the ocean transport to Finland of the Investment Vehicles, and other vehicles not covered by parties' agreement" (p. 3, ¶ "7");

Lastly, the Declaration contains an admission that until the "final buyer" picked up the vehicle from the point of delivery (i.e. the customs warehouse of "Carcont OY"), that EUL was responsible for the payment of storage charges but because the final buyer did not pay, EUL was required to pay the storage fees (p. 16, ¶ "51"). Complainants misrepresent by selective deletion Mr. Hitrinov's statement regarding the "final buyer." When quoted in full, its meaning is directly opposite what Complainants assert. What Mr. Hitrinov actually said is that Global was normally responsible for payment of CarCont charges, which it passed on to the "final buyer," but in this case Empire was required by Global's default to pay the charges to protect its collateral. See Reply _____.

B. The AESDirect Shipment Record printouts (alternatively referred to as Electronic Export Information or "EEI" by the U.S. Census Bureau) annexed as Appendix "D" to Complainants' Response to Respondents' Motion for Judgment on the Pleadings, which identify EUL as the Freight Forwarder for

¹ Exhibit "17" to the Hitrinov Declaration contains invoices identifying the Complainants' vehicles by make, model and VIN number.

² The "plaintiffs" in the Federal litigation referred to by Mr. Hitrinov include the corporate entity known as "G Auto Sales Inc." which sold the automobiles at issue to the Complainants herein.

the shipment of all four automobiles; As noted in Respondents' Supplement Record Reply, Complainants fail to explain how being called a freight forwarder either (i) makes one an Ocean Freight Forwarder for purposes of the Shipping Act³ or (ii) tells you anything about the nature of the shipment (Ocean Freight Forwarders may participate in both port and door moves). Moreover, Census Bureau regulations make clear that the term "freight forwarder" means an authorized agent for purposes of filling out the paperwork, and bears no relationship to an Ocean Freight Forwarder under the Shipping Act.

C. The Memorandum and Order of the Honorable Sandra L. Townes, dated November 13, 2015 and filed on November 19, 2015 (from the matter of *Global Auto Inc. et al., v. Michael Hitrinov et al.*, U.S.D.C. – E.D.N.Y. Docket No.: 13-cv-2479) a copy of which is annexed to Complainants' Response to Respondents' Motion for Judgment on the Pleadings as Appendix "G" where Judge Townes explains that with respect to the subject automobiles, that EUL, "...provided shipping and storage services to Plaintiffs..." (p. 8 from the Memorandum and Order); and Complainants' repeated misrepresentation of the Townes Memorandum is addressed in the Reply.

D. Complainants additionally rely upon the EUL BOL's for these shipments which the Respondents have refused to produce herein and which are the

³ For purposes of the AES, any filer that is not the 100% owner of the cargo is required to file as freight forwarder.

subject of Complainants' pending Motion to Strike, To Preclude, and to Compel Compliance with the Presiding Officer's Orders. As addressed in more detail in the Reply, Complainants' purported reliance on imaginary documents is wholly unavailing. As Complainants' Counsel well knows, having been counsel for Global at the time, no house bills of lading were ever requested by Global or sent by Empire. Rather, the parties agreed to use the MSC bill of lading and the shippers' instructions (denominated as Master Bill of Lading or Dock Receipt/Bill of Lading) as the transportation contract. Complainants themselves admit that these were port-to-port. With respect to the various documents referenced herein that Complainants' claim Respondents have "refused to produce," we note that these documents are purely imaginary. As discussed in Respondents' Supplement Record Reply, the parties agreed to use the MSC shipping documents (the BOL and shipper's instructions shown in the Dock Receipts) as the transportation contract.

Question 2: For each carrier, identify the shipper or shippers.

Answer: With respect to the segment of the shipping transaction between MSC as carrier and EUL (the 'Port to Port' segment of the shipments), the three MSC BOL's referenced above identify the shipper as EUL. The Presiding Officer is additionally referred to the MSC Service Contract referenced above, which identifies EUL as "Shipper". Respondents agree that Empire was the shipper vis-à-vis MSC. Moreover, paragraph "6" of the service contract contains a certification of shipper status in which EUL admits that it is acting as "NVOCC". Respondents have shown in their Reply to Complainants Response Regarding

Judgment on the Pleadings that the certification issue is a red herring, and has no relevance to the issue of how Empire shipped a small subset of the vehicles it moved under the MSC contract.

With respect to the segment of the shipping transaction between EUL as carrier and others as shipper (the 'warehouse to warehouse' segment of the shipments), the shippers were G-Auto Sales Inc. for all four automobiles. This is simply not possible. As shown in Respondents' Reply, G-Auto does not meet the Shipping Act requirements to be a "shipper." The actual shipper was necessarily Global Auto (which actually entered into the transportation arrangements with Empire, or in the alternative Effect Auto, which held title to each of the vehicles. In support of this response, the Presiding Officer is respectfully referred to:

A. The contracts of sale for the automobiles between G-Auto Sales, Inc. as seller and each of the Complainants as buyer, all of which are 'annexed to Complainants' Notices of Filing dated May 2, 2016 (pp. 10-15) and May 4, 2016 (pp. 12-14, 56-59, 70-71), in response to the Presiding Officer's April 27, 2016 Order to File Shipping Documents; As demonstrated in the Reply, contracts of sale (or more accurately mere invoices) are not "maritime contracts" and so cannot govern the transportation arrangement, much less define the shipper. Moreover, these particular invoices, which Global says are fakes, have serious deficiencies that render them invalid, at least for purposes of defining the parties to the transportation arrangement. Among other things, there are clear issues regarding, inter alia, (i) the use of the same invoice number for multiple vehicles, (ii) that G-Auto did not own any of the vehicles

(Effect did), (iii) that several of the invoices are dated well before Effect actually owned the vehicle, (iv) that the same cars were also sold by G-Auto to other persons, with similar invoices, and (v) that Complainants themselves have made contradictory statements regarding the entity from which they purchased the vehicles.

B. The Memorandum and Order of the Honorable Sandra L. Townes, filed November 7, 2013 and dated November 5, ~~2016~~2013 (from the matter of *Global Auto Inc. et al., v. Michael Hitrinov et al.*, U.S.D.C. – E.D.N.Y. Docket No.: 13-cv-2479) a copy of which is annexed hereto as Appendix “B”, where Judge Townes recites various facts that are “not in dispute” including the following: “Between March 2010 and December 2012, Plaintiffs⁴ utilized the services of EUL (and, by virtue of the Service Agreement, the service of MSC) in shipping cars to Europe...” (p. 2 from the Memorandum and Order); As discussed in the Reply, these “facts” were not findings of fact, but rather a simple recitation of the allegations in the Complaint.

C. The admissions contained in the Declaration of Michael Hitrinov, dated May 23, 2013 referenced above wherein Respondent Hitrinov explains that with respect to the subject automobiles, that the “...transportation was arranged by EUL...” Although only a minor, and legally irrelevant point, Complainants take this out of context, again try to deceive the Presiding Officer by quoting snippets out of context. The complete –as the statement was: “EULC agreed to charge a flat rate of \$750 for all vehicles, including the

⁴ See Footnote “2”.

Investment Vehicles, whenever transportation was arranged by EUL.”

RespondentAs the full quote shows, the statement is the exact opposite of what Complainants claim – Mr. Hitrinov~~Hitrinov~~ ~~did~~does not affirmatively state ~~here~~that the transportation at issue here was in fact arranged by EUL, but only the price that would apply *if* Empire arranged the transportation. (p. 3, ¶ “8” of the Declaration of Michael Hitrinov) and that “...Overall, between 2010 and 2012, EUL shipped over 680 vehicles on behalf of Kapustin/plaintiffs⁵ without any complaint” (p. 3, ¶ “9” of the Declaration of Michael Hitrinov);

D. The Powers of Attorney or Written Authorizations from Shipper (U.S. Principal Party in Interest) to Freight Forwarder (EUL) to act on its behalf in the export transactions which the Respondents have refused to produce herein and which are the subject of Complainants’ pending Motion to Strike, To Preclude, and to Compel Compliance with the Presiding Officer’s Orders; The written authorization is found at Kapustin Aff., app. 5. and

E. Complainants additionally rely upon the EUL BOL’s for these shipments which the Respondents have refused to produce herein and which are the subject of Complainants’ pending Motion to Strike, To Preclude, and to Compel Compliance with the Presiding Officer’s Orders. As shown above, these are imaginary documents and Complainants Counsel knows that to be so. The actual shipping documents have already been produced.

⁵ See Footnote “2”.

Question 3: For each carrier, identify the consignee or consignees.

Answer: With respect to MSC as carrier, for all four vehicles at issue in this matter the consignee is Carcont LTD, Merituulentie 424, Kotka, Finland 48310. In support of this response, the Presiding Officer is referred to the MSC BOL's referenced above. Respondents agree.

With respect to EUL as carrier, for all four vehicles at issue in this matter the consignees were the Complainants. In support of this response, the Presiding Officer is referred to the following:

A. The contracts of sale for the automobiles between G-Auto Sales, Inc. as seller and each of the Complainants as buyer, referenced above. By virtue of the contracts of sale, the buyers/complainants were the *ultimate* consignees for the automobiles; As shown in some detail in the Reply and summarized above, these invoices are not maritime contracts, and thus cannot be used to identify the parties to the transportation contract, even apart from the multiple discrepancies and other problems that render them useless. Complainants were not any sort of consignees – “ultimate” or otherwise.

B. Additionally, Complainants rely upon the document entitled “U.S. Customs and Border Protection Field Operations, New York Informational Pipeline No. 08-012-NWK”, annexed to Complainants’ Notice of Filing of May 4, 2016 as Appendix “4”, which provides Procedures for Exporting Used Vehicles and explains that respondents were required to provide consignee information to CBP which “...must be legible and complete.”. Respondents did in fact provide legible and complete consignee information to CPB, and there is no

allegation otherwise. To the extent that documents from other regulatory regimes are relevant, CBP noted that CarCont, not Complainants, was the “ultimate consignee.”

C. The Declaration in Support of Order to Show Cause for Preliminary Injunctive Relief, of Irina Kapustina, President of Effect Auto Sales Inc., dated May 29, 2013 (from the matter of *Global Auto Inc. et al., v. Michael Hitrinov et al.*, U.S.D.C. – E.D.N.Y. Docket No.: 13-cv-2479) a copy of which is annexed hereto as Appendix “C”, which explains that the subject automobiles “...should have been released and the ultimate end purchaser should have received their vehicle in a timely fashion...” (p. 5, ¶ “9” of the Declaration of Irina Kapustina); Complainants have misleadingly elided the beginning of the statement, which reads: “Our vehicles should have been released” (Emphasis added). When read in complete sentences and context, what Ms. Kapustina said, in plain English, was that Empire should have released the vehicles to Global, not the Complainants. That of course depending on Global requesting and meeting the requirements for release, neither of which it did. Had Global met its obligations to Empire, Empire would have released the cars to Global and Global could have made timely delivery to Complainants (or the other set of persons to whom they also sold the vehicles) and

D. The Memorandum and Order of the Honorable Sandra L. Townes (Appendix “B” which explains that “...the vehicles had already been pre-sold to customers overseas...” (p. 4 of the Memorandum and Order). This is yet

again another unethical manipulation of quotations. As demonstrated in the Reply, the entire quote shows quite a different story, as well as the fact that these were not findings by Judge Townes, but rather recitations of certain Declarations filed by Plaintiffs in support of their unsuccessful motion for injunctive relief.

Question 4: For each carrier, identify the port or point of origin.

Answer: With respect to MSC as carrier, the port and point of origin (loading) was New York, NY. In support of this response the Presiding Officer is respectfully referred to the MSC BOL's referenced above. While Respondents agree as to the port of loading, we note that Complainants stray reference to a "point" of loading is simply wrong. A shipment cannot have both a port and a point of loading within the port. for the same carrier. A "point" of origin or destination is a technical/legal term of art that necessarily refers to a location outside the port.

With respect to EUL as carrier, the Declaration of Michael Hitrinov referenced above explains that the vehicles "...were shipped out of EUL's designated facility in Elizabeth, NJ..." (Declaration of Michael Hitrinov, p. 2, ¶ "5"). We explain in detail in the Reply why the actual place of loading was the Port of New York for Empire as well as MSC, given that there was no "through" contract of affreightment.

Question 5: For each carrier, identify the date the shipment began.

Answer: With respect to MSC as carrier, the dates that the shipments began are identified in the three MSC BOL's referenced above and are as follows: Complainants here fail to follow the FMC rule on determining the date of shipment, which sets the

date by the date that the carrier, or its agent, physically received the cargo. The correct dates are inserted after Complainants' below, based on MSC's own tracking reports.

- 2010 GMC Acadia (VIN# ending in 8200, Complainant Ovchinnikov) – Date of Shipment is December 22, 2012; December 18, 2012
- 2011 Jeep Compass (VIN# ending in 2296, Complainant Rzaeva) – Date of Shipment is November 16, 2012; November 8, 2012
- 2009 Mercedes-Benz C300 (VIN# ending in 3295, Complainant Nekipelov) – Date of Shipment is November 16, 2012; November 8, 2012 and
- 2009 Toyota Camry (VIN# ending in 6703, Complainant Nurgazinov) – Date of Shipment is January 13, 2013). January 3, 2013.

With respect to EUL as carrier, the shipments began when CBP validated the original certificates of title when they were presented to CBP by the Respondents. In support of this response, Complainants rely upon the copies of the validated certificates of title which Respondents have refused to produce, and which are the subject of Complainants' pending Motion to Strike, To Preclude, and to Compel Compliance with the Presiding Officer's Orders. Complainants also rely upon the EUL BOL's for these shipments which the Respondents have refused to produce. Additionally, Complainants rely upon the document entitled "U.S. Customs and Border Protection Field Operations, New York Informational Pipeline No. 08-012-NWK", annexed to Complainants' Notice of Filing of May 4, 2016 as Appendix "4", which provides Procedures for Exporting Used Vehicles and explains that documents required for export of the automobiles include "...the

original certificate of title...". As demonstrated in detail in the Reply, the date of title validation (time-stamping) has absolutely no relevance to the date of shipment as prescribed by the FMC, and if used would refer to a date when the cargo was in the possession of MSC. The correct dates are as follow:

1. GMC Acadia – October 19, 2012
2. Jeep Compass – October 18, 2012
3. Mercedes Benz – October 25, 2012
4. Toyota Camry – November 14, 2012

Question 6: For each carrier, identify the port or point of delivery.

Answer: With respect to MSC as carrier, the Port of Discharge is Kotka, Finland, as identified in the three MSC BOL's referenced above. Agree.

With respect to EUL as carrier, the point of delivery was: Carcont LTD, located at Merituulentie 424, Kotka, Finland 48310. In support of this response, Complainants rely upon the Certified English Translation of the Finnish Customs Report entitled "DOCUMENT REQUEST /OY CARCONT LTD WAREHOUSE INSPECTION", annexed hereto as Appendix "D", which was previously provided (in Finnish) to the Presiding Officer as part of Complainants' Notice of Filing of May 4, 2016. This customs report explains that the point of delivery was the warehouse of CarCont in Kotka, Finland.

The document referred to by Complainants says absolutely nothing about the place of delivery by anyone. Under the transportation agreement between Empire

and Global, Empire's responsibility ended the moment that CarCont out-gated the cargo from the MSC terminal.

Question 7: For each carrier, identify the date of delivery.

Answer: With respect to MSC as carrier, the dates of delivery are: The correct dates, based on when MSC made the cargo available to CarCont, as determined from the MSC tracking report, are inserted below.

- 2010 GMC Acadia (VIN# ending in 8200, Complainant Ovchinnikov) – Date of Delivery is unknown; January 14, 2013.
- 2011 Jeep Compass (VIN# ending in 2296, Complainant Rzaeva) – Date of Delivery is unknown; December 11, 2012.
- 2009 Mercedes-Benz C300 (VIN# ending in 3295, Complainant Nekipelov) – Date of Delivery is unknown; December 11, 2012, and
- 2009 Toyota Camry (VIN# ending in 6703, Complainant Nurgazinov) – Date of Delivery is unknown. January 29, 2013.

With respect to EUL as carrier, the dates of delivery are: Because Complainants used the wrong definition, they are slightly wrong on two of the dates, corrected below.

- 2010 GMC Acadia (VIN# ending in 8200, Complainant Ovchinnikov) – Date of Delivery is January 14, 2013; Agreed
- 2011 Jeep Compass (VIN# ending in 2296, Complainant Rzaeva) – Date of Delivery is December 12, 2012; December 11, 2012.
- 2009 Mercedes-Benz C300 (VIN# ending in 3295, Complainant Nekipelov) – Date of Delivery is December 12, 2012; and December 11, 2012.

- 2009 Toyota Camry (VIN# ending in 6703, Complainant Nurgazinov) – Date of Delivery is January 29, 2013. Agreed. ~~See reply Part I.6.~~

In support of this response, Complainants rely upon Exhibit “17” to the Hitrinov Declaration referenced above which contains invoices identifying the Complainants’ vehicles and dates that OY Carcont Ltd. purports to have stored the vehicles. The Hitrinov Declaration explains that storage charges were calculated “...from the time the vehicles are delivered to Carcont OY...” (p. 16, ¶ “51” of the Hitrinov Declaration).

Question 8: Identify the entity that directly paid each common carrier for the transportation by water. All agreed, without reliance on Complainants’ falsified invoices.

Answer: With respect to MSC as carrier, pursuant to the MSC Service Contract referenced above, MSC was to invoice EUL directly for ocean freight.

With respect to EUL as carrier, EUL has not produced freight invoices, however, the payments were made to EUL as follows:

- 2010 GMC Acadia (VIN# ending in 8200, Complainant Ovchinnikov) – Payment made by G Auto Sales Inc. (See Complainants’ Notice of Filing of May 4, 2016, Appendix “2”, which contains “Statement #448” and accompanying wire transfer notice indicating \$1500.00 was paid by G Auto Sales Inc.);
- 2011 Jeep Compass (VIN# ending in 2296, Complainant Rzaeva) – Payment made by Effect Auto Sales Inc. (See Complainants’ Notice of Filing of May 4, 2016, Appendix “1” which contains “Statement #439” and accompanying wire transfer notice indicating \$2250.00 was paid by Effect Auto Sales Inc.);

- 2009 Mercedes-Benz C300 (VIN# ending in 3295, Complainant Nekipelov) – Payment made by Effect Auto Sales Inc. (See Complainants’ Notice of Filing of May 4, 2016, Appendix “3” which contains “Statement #439” and accompanying wire transfer notice indicating \$2250.00 was paid by Effect Auto Sales Inc.); and
- 2009 Toyota Camry (VIN# ending in 6703, Complainant Nurgazinov) – Payment made by G Auto Sales Inc. (See Complainants’ Notice of Filing of May 2, 2016, Appendix “1” which contains “Statement #449” and accompanying wire transfer notice indicating \$1500.00 was paid by G Auto Sales Inc.).

In support of this response, Complainants additionally rely upon the Hitrinov Declaration referenced above which explains that: “...EUL agreed to charge a flat rate of \$750 for all vehicles, including the Investment Vehicles, whenever transportation was arranged by EUL...” (Declaration of Michael Hitrinov (p. 3, ¶ “8”).

Question 9: Did the vessel-operating common carrier transport the cargo pursuant to a service contract with respondent Empire United Lines Co., Inc.?

Answer: Yes. In support of this response, the Complainants rely upon the MSC Service Contract referenced above. Agreed, except that it was containers that were moved under the contract.

Dated: July 26, 2016
Cliffside Park, New Jersey

Respectfully submitted,

Marcus A. Nussbaum (MN9581)
P.O. Box 245599
Brooklyn, NY 11224
marcus.nussbaum@gmail.com
(888)-426-4370
Attorney for Complainants

CERTIFICATE OF SERVICE


I hereby certify that I have this day served the attached COMPLAINANTS' RESPONSE TO ORDER FOR PARTIES TO SUPPLEMENT THE RECORD upon Respondents' Counsel at the following address:

Nixon Peabody LLP
Attn: Eric C. Jeffrey, Esq.
799 9th Street NW, Suite 500
Washington, DC 20001-4501


by first class mail, postage prepaid, and by email (ejeffrey@nixonpeabody.com).



Marcus A. Nussbaum, Esq.
P.O. Box 245599
Brooklyn, NY 11224
Tel: 888-426-4370
Fax: 347-572-0439
Attorney for Complainant
Marcus.nussbaum@gmail.com



Dated: July 26, 2016 in Cliffside Park, New Jersey.


m sc MEDITERRANEAN SHIPPING COMPANY S.A. Website: www.mscmedshippco.com SCAC Code: MSCU		BILL OF LADING No. MSCUAR381789 NON-NEGOTIABLE COPY NO. & SEQUENCE OF ORIGINAL B/L's 0 OF ONE NO. OF RIDER PAGES 0	
SHIPPER: EMPIRE UNITED LINES 2203 CONEY ISLAND AVE BROOKLYN, NY 11223 TEL: 718-685-5800		FORWARDING AGENT:	
CONSIGNEE: This B/L is not negotiable unless marked "To Order / To Order of..." here. CARCONT LTD MERITAJUENTIE 424 48310 KOTKA, FINLAND TEL: +358 8 280 47 22/ FAX: +358 8 280 47 55		CARRIER'S AGENTS ENDORSEMENTS: (Include Agent(s) at POD) WRITER CLAUSE CARRIER HAS NO LIABILITY OR RESPONSIBILITY WHATSOEVER FOR THERMAL LOSS OR DAMAGE TO THE GOODS BY REASON OF NATURAL VARIATIONS IN ATMOSPHERIC TEMPERATURES DURING THE WINTER PERIOD, AND / OR CAUSED BY IMMEDIATE PACKING OF THE GOODS FOR CARRIAGE IN CRYO-VAN CONTAINERS, AND / OR INHERENT VICE OF THE GOODS, IN SUCH TEMPERATURES. LLOYD'S NUMBER: 809712	
NOTIFY PARTIES: (No responsibility shall attach to the Carrier or to his Agent for failure to notify - see Clause 20) CARCONT LTD MERITAJUENTIE 424 48310 KOTKA, FINLAND TEL: +358 8 280 47 22/ FAX: +358 8 280 47 55			
VESSEL & VOYAGE NO. (see Clauses 8 & 9) KAETHE C. RICKMERS - 1250R		PORT OF LOADING NEW YORK, NY	
BOOKING REF. 03BEUL1048438		PLACE OF RECEIPT: (Combined Transport ONLY - see Clauses 1 & 5.2) XXXXXXXXXXXXXXXX	
SERVICE CONTRACT NUMBER 12-638WW		PLACE OF DELIVERY: (Combined Transport ONLY - see Clauses 1 & 5.2) XXXXXXXXXXXXXXXX	
PARTICULARS FURNISHED BY THE SHIPPER - NOT CHECKED BY CARRIER - CARRIER NOT RESPONSIBLE - See Clause 14			
Container Numbers, Seal Numbers and Marks		Description of Packages and Goods (Continued on attached Bill of Lading Rider page(s), if applicable)	
TCMU8781450 47 HIGH CUBE SEAL NUMBER: 787358		1 UNPACKED OR UNPACKAGED OF 2010 GMC ACADIA SLT-2 VIN# 1GKLVNED8AJ198200 1 UNPACKED OR UNPACKAGED OF 2010 ACURA RDX VIN# SJ8TB2H29AA00662 1 UNPACKED OR UNPACKAGED OF 2010 TOYOTA YARIS VIN# JTD8T4K31A5282314 X20121218003823 X20121218004016 FREIGHT PREPAID TOTAL NUMBER OF PACKAGES: 3	
		Gross Cargo Weight 1,748,000 KGS. 3,853,880 LBS. 1,526,000 KGS. 3,364,264 LBS. 1,597,000 KGS. 3,454,844 LBS. TOTAL: 4,841,000 KGS 10,672,578 LBS	
		Measurement	
THESE COMPOSITE, TECHNOLOGY, OR SOFTWARE WERE EXPORTED FROM THE UNITED STATES IN ACCORDANCE WITH THE EXPORT ADMINISTRATION REGULATIONS, DIVISION CONTRARY TO U.S. LAW PROHIBITED. SHIPPERS LOAD, STOW, AND COUNT. BATTERY HAS BEEN DISCONNECTED AND GAS TANK DRAINED.			
IF ABOVE COMPOSITE, TECHNOLOGY, OR SOFTWARE WERE EXPORTED FROM THE USA, THE EXPORT ADMINISTRATION REGULATIONS MUST BE COMPLIED WITH BY THE MERCHANT. IF VIOLATION, CONTRARY TO U.S. LAW IS PROHIBITED.			
FREIGHT & CHARGES Cargo shall not be delivered unless Freight & charges are paid (see Clause 16).		RECEIVED by the Carrier in good order and condition (unless otherwise stated herein) the total number or quantity of Containers or other packages or units indicated in the box entitled Carrier's Receipt for carriage subject to all the terms and conditions hereof from the Place of Receipt or Port of Loading to the Port of Discharge or Place of Delivery, whichever is applicable. IN ACCEPTING THIS BILL OF LADING THE MERCHANT EXPRESSLY ACCEPTS AND AGREES TO ALL THE TERMS AND CONDITIONS, WHETHER PRINTED, STAMPED OR OTHERWISE INCORPORATED ON THIS SIDE AND ON THE REVERSE SIDE OF THIS BILL OF LADING AND THE TERMS AND CONDITIONS OF THE CARRIER'S APPLICABLE TARIFF AS IF THEY WERE ALL SIGNED BY THE MERCHANT. IF THIS IS A NEGOTIABLE (To Order / of) Bill of Lading, one original Bill of Lading, duly endorsed must be surrendered by the Merchant to the Carrier (together with outstanding Freight and charges) in exchange for the Goods or a Delivery Order. If this is a non-negotiable (straight) Bill of Lading, the Carrier shall deliver the Goods or issue a Delivery Order (after payment of outstanding Freight and charges) against the surrender of one original Bill of Lading or in accordance with the national law at the Port of Discharge or Place of Delivery whichever is applicable. IN WITNESS WHEREOF the Carrier or their Agent has signed the number of Bills of Lading stated at the top, all of this tenor and date, and wherever one original Bill of Lading has been surrendered all other Bills of Lading shall be void.	
DECLARED VALUE (only applicable if Ad Valorem Charges paid - see Clause 7.3) XXXXXXXXXXXXXXXX		CARRIER'S RECEIPT (No. of Cntrs or Pkgs rcd by Carrier - see Clause 14.1) 1 cntr	
PLACE AND DATE OF ISSUE NEW YORK - 22-DECEMBER-2012		SHIPPED ON BOARD DATE 22-DECEMBER-2012	
SIGNED By MSC (USA) Inc. as Agent on behalf of the Carrier MSC Mediterranean Shipping Company S.A.			

See website for large version of the reverse | Ver página Web para términos y condiciones | Смотрите веб-сайт для ознакомления с обратной стороной | 请参阅背面的放大版背面网站。 | www.msamedshipping.com

 MEDITERRANEAN SHIPPING COMPANY S.A. Website: www.msamedshipping.com SCAC Code: MSCU		SEA WAYBILL No. MSCUAR315118 NOT-NEGOTIABLE COPY <small>"Port-to-Port" or "Combined Transport" (see Clause 1)</small>	
SHIPPER: EMPIRE UNITED LINES 2300 CONEY ISLAND AVE BROOKLYN, NY 11222 TEL: 718-991-8900 REF A 103783		NO. & SEQUENCE OF SEA WAYBILLS 0 Of Zero	
CONSIGNEE: CARCONT LTD MERITVALENTIE 424 4810 KOTKA, FINLAND TEL: +358 5 260 47 22 FAX: +358 5 260 47 53		NO. OF RIDER PAGES 0	
NOTIFY PARTIES: (No responsibility shall attach to the Carrier or to his Agent for failure to notify - see Clause 20) CARCONT LTD MERITVALENTIE 424 4810 KOTKA, FINLAND TEL: +358 5 260 47 22 FAX: +358 5 260 47 53 KOTKA, 40310 PHONE: +358 5 260 47 22 FAX: +358 5 260 47 53		CARRIER'S AGENTS ENDORSEMENTS: (Include Agent(s) at POD) <small>WINTER CLAUSE: CARRIER HAS NO LIABILITY OR RESPONSIBILITY WHATSOEVER FOR DAMAGE TO THE GOODS BY REASON OF NATURAL VARIATIONS IN ATMOSPHERIC TEMPERATURES DURING THE WINTER PERIOD, AND FOR CAUSES BY INADEQUATE PACKING OF THE GOODS FOR CARRIAGE IN DRY-VAN CONTAINERS, AND / OR INADEQUATE VICE OF THE GOODS, IN SUCH TEMPERATURES. CARRIER HAS NO LIABILITY WHATSOEVER.</small>	
VESSEL & VOYAGE NO. (see Clauses 8 & 9) KAEYHE C. RICKMERS - 1245R		PORT OF LOADING NEW YORK, NY	
BOOKING REF. 038EUL1039353		PLACE OF RECEIPT: (Combined Transport ONLY - see Clauses 1 & 5.2) XXXXXXXXXXXXXXXXXXXX	
SERVICE CONTRACT NUMBER 12-536WW		PLACE OF DELIVERY: (Combined Transport ONLY - see Clauses 1 & 5.2) XXXXXXXXXXXXXXXXXXXX	
PORT OF DISCHARGE KOTKA, FINLAND			
PARTICULARS FURNISHED BY THE SHIPPER - NOT CHECKED BY CARRIER - CARRIER NOT RESPONSIBLE - See Clause 14			
Container Numbers, Seal Numbers and Marks	Description of Packages and Goods <small>(Continued on attached Sea Waybill Rider page(s), if applicable)</small>	Gross Cargo Weight	Measurement
TGHU8757440 40' HIGH CUBE SEAL NUMBER: 7876117	1 UNPACKED OR UNPACKAGED OF 2008 VOLKSWAGEN TIGUAN VIN#WVGVB7SN28W523267 1 UNPACKED OR UNPACKAGED OF 2011 JEEP COMPASS VIN#1J4NF6B7BD282288 1 UNPACKED OR UNPACKAGED OF 2008 MERCEDES-BENZ C300 VIN#WDDGF81X49R073285 FREIGHT PREPAID <small>THESE COMMODITIES, TECHNOLOGY, OR SOFTWARE WERE EXPORTED FROM THE UNITED STATES IN ACCORDANCE WITH THE EXPORT ADMINISTRATION REGULATIONS. DIVERSION CONTRARY TO U.S. LAW PROHIBITED.</small> <small>SHIPPER'S LOAD, STOW, AND COUNT. BATTERY HAS BEEN DISCONNECTED AND GAS TANK DRAINED.</small> X20121108005351 TOTAL NUMBER OF PACKAGES: 3	1,525.000 KGS. 1,425.000 KGS. 1,643.000 KGS. TOTAL : 4,593.000 KGS.	
<small>(1) Where commodities, technology or software were exported from the USA, the export administration regulations must be complied with by the Merchant. Diversion, contrary to US law is prohibited.</small>			
FREIGHT & CHARGES Cargo shall not be delivered unless Freight & charges are paid (see Clause 18).		RECEIVED by the Carrier from the Shipper in apparent good order and condition unless otherwise stated herein the total number or quantity of containers or other packages or units indicated in box entitled "Carrier's Receipt" for carriage subject to all the terms hereof from the Place of Receipt or the Port of Loading, to the Port of Discharge or Place of Delivery, whichever is applicable. IN ACCEPTING THIS SEA WAYBILL THE SHIPPER EXPRESSLY ACCEPTS AND AGREES TO, ON HIS OWN BEHALF AND ON BEHALF OF THE CONSIGNEE, THE OWNER OF GOODS AND THE MERCHANT, AND WARRANTS HE HAS AUTHORITY TO DO SO, ALL THE TERMS AND CONDITIONS WHETHER PRINTED, STAMPED OR OTHERWISE INCORPORATED ON THIS AND ON THE REVERSE SIDE AND TERMS AND CONDITIONS OF THE CARRIER'S APPLICABLE TARIFF AS IF THEY WERE ALL SIGNED BY THE SHIPPER. <small>Unless instructed otherwise in writing by the Shipper delivery of the Goods will be made only to the Consignee or his authorized representatives. This Sea Waybill is not a document of title to the Goods and delivery will be made, after payment of any outstanding Freight and charges, only on production of proper proof of identity and of authorization at the Port of Discharge or Place of Delivery, as appropriate, without the need to produce or surrender a copy of this Sea Waybill.</small> IN WITNESS WHEREOF the Carrier, Master or their Agent has signed this Sea Waybill.	
DECLARED VALUE (only applicable if Ad Valorem Charges paid - see Clause 7.3) XXXXXXXXXXXXXXXXXXXX		CARRIER'S RECEIPT (No. of Copies provided by Carrier - see Clause 14.1) 1 cntr	
PLACE AND DATE OF ISSUE NEW YORK - 16-NOVEMBER-2012		SIGNED By MSC (USA) Inc. as Agent on behalf of the Carrier MSC Mediterranean Shipping Company S.A.	
SHIPPED ON BOARD DATE 16-NOVEMBER-2012			

 MEDITERRANEAN SHIPPING COMPANY S.A. Website: www.mscmedshipco.com		SEA WAYBILL No. MSCUAR315118 NOT-NEGOTIABLE COPY NO. & SEQUENCE OF SEA WAYBILLS: 0 Of Zero NO. OF RIDER PAGES: 0	
SHIPPER: EMPIRE UNITED LINES 2303 CONEY ISLAND AVE BROOKLYN, NY 11223 TEL: 718-928-6900 REF #: 103763		FORWARDING AGENT:	
CONSIGNEE: CARCONT LTD MERITULIENTIE 424 48310 KOTKA, FINLAND TEL: +358 5 260 47 22 FAX: +358 5 260 47 55		CARRIER'S AGENTS ENDORSEMENTS: (Include Agent(s) at POD) UNLESS OTHERWISE STATED, CARRIER HAS NO LIABILITY OR RESPONSIBILITY WHATSOEVER FOR THE LOSS OF OR DAMAGE TO THE GOODS BY REASON OF NATURAL VARIATIONS IN ATMOSPHERIC TEMPERATURES DURING THE VENTURE PERIOD, AND FOR DAMAGE BY UNFOLDABLE PACKING OF THE GOODS FOR CARRIAGE IN DRY VANS OR CONTAINERS, AND FOR SHRETTED VICE OF THE GOODS, IN SUCH TEMPERATURES. IICOLANGNUMBER: 921710	
NOTIFY PARTIES: (No responsibility shall attach to the Carrier or to his Agent for failure to notify - see Clause 20) CARCONT LTD MERITULIENTIE 424 48310 KOTKA, FINLAND TEL: +358 5 260 47 22 FAX: +358 5 260 47 55 KOTKA 48310 PHONE: +358 5 260 47 22 FAX: +358 5 260 47 55			
VESSEL & VOYAGE NO. (see Clauses 8 & 9) KAETHE C. RICKMERS - 1245R		PORT OF LOADING NEW YORK, NY	
BOOKING REF. 038EUL1039353		PLACE OF RECEIPT: (Combined Transport ONLY - see Clauses 1 & 5.2) XXXXXXXXXXXXXXXX	
SERVICE CONTRACT NUMBER 12-535WV		PORT OF DISCHARGE KOTKA, FINLAND	
PLACE OF DELIVERY: (Combined Transport ONLY - see Clauses 1 & 5.2) XXXXXXXXXXXXXXXX			
PARTICULARS FURNISHED BY THE SHIPPER - NOT CHECKED BY CARRIER - CARRIER NOT RESPONSIBLE - See Clause 14			
Container Numbers, Seal Numbers and Marks		Description of Packages and Goods (Continued on attached Sea Waybill Rider page(s), if applicable)	
TGHU8737440 40' HIGH CUBE SEAL NUMBER: 7876117		1 UNPACKED OR UNPACKAGED OF 2008 VOLKSWAGEN TIGUAN VIN#WVGVBV5N28V6S25297 1 UNPACKED OR UNPACKAGED OF 2011 JEEP COMPASS VIN#1J4NFSFB7BD282299 1 UNPACKED OR UNPACKAGED OF 2009 MERCEDES-BENZ C300 VIN#WDDGF61X4R073295 FREIGHT PREPAID THESE COMMODITIES, TECHNOLOGY OR SOFTWARE WERE EXPORTED FROM THE UNITED STATES IN ACCORDANCE WITH THE EXPORT ADMINISTRATION REGULATIONS DIVISION CONTRARY TO U.S. LAW PROHIBITED 6-WHEELS, LOAD, STOW, AND CARRY BATTERY HAS BEEN DISCONNECTED AND GAS TANK DRAINED X20121108005351 TOTAL NUMBER OF PACKAGES: 3	
		Gross Cargo Weight 1,526,000 KGS. 1,426,000 KGS. 1,643,000 KGS. TOTAL: 4,595,000 KGS	
		Measurement	
(If above commodities, technology or software were exported from the USA, the export administration regulations must be complied with by the Merchant. U version, contrary to US law is prohibited.)			
FREIGHT & CHARGES Cargo shall not be delivered unless Freight & charges are paid (see Clause 16).		RECEIVED by the Carrier from the Shipper in apparent good order and condition unless otherwise stated herein the total number or quantity of containers or other packages or units indicated in box entitled "Carrier's Receipt" for carriage subject to all the terms hereof from the Place of Receipt or the Port of Loading, to the Port of Discharge or Place of Delivery, whichever is applicable. IN ACCEPTING THIS SEA WAYBILL THE SHIPPER EXPRESSLY ACCEPTS AND AGREES TO, ON HIS OWN BEHALF AND ON BEHALF OF THE CONSIGNEE, THE OWNER OF GOODS AND THE MERCHANT, AND WARRANTS HE HAS AUTHORITY TO DO SO, ALL THE TERMS AND CONDITIONS WHETHER PRINTED, STAMPED OR OTHERWISE INCORPORATED ON THIS AND ON THE REVERSE SIDE AND TERMS AND CONDITIONS OF THE CARRIER'S APPLICABLE TARIFF AS IF THEY WERE ALL SIGNED BY THE SHIPPER. Unless indicated otherwise in writing by the Shipper delivery of the Goods will be made only to the Consignee or his authorized representative. This Sea Waybill is not a document of title to the Goods and delivery will be made, after payment of any outstanding Freight and charges, only on provision of proper proof of identity and of authorization at the Port of Discharge or Place of Delivery, as appropriate, without the need to produce or surrender a copy of this Sea Waybill. IN WITNESS WHEREOF the Carrier, Master or their Agent has signed this Sea Waybill.	
DECLARED VALUE (only applicable if Ad Valorem Charges paid - see Clause 7.3) XXXXXXXXXXXXXXXX		CARRIER'S RECEIPT (No. of Units or Pkgs rec'd by Carrier - see Clause 14.1) 1 cntr	
PLACE AND DATE OF ISSUE NEW YORK - 16-NOVEMBER-2012		SHIPPED ON BOARD DATE 16-NOVEMBER-2012	
SIGNED By MSC (USA) Inc. as Agent on behalf of the Carrier MSC Mediterranean Shipping Company S.A.			

 MEDITERRANEAN SHIPPING COMPANY S.A. Website: www.msc.com		SEA WAYBILL No. MSCUAR409341 NOT NEGOTIABLE - COPY NO. & SEQUENCE OF SEA WAYBILLS: 0 Of Zero NO. OF RIDER PAGES: 1	
SHIPPER: EMPIRE UNITED LINES 2503 CONEY ISLAND AVE BROOKLYN, NY 11223 TEL: 718-898-0300		FORWARDING AGENT:	
CONSIGNEE: CARCONT LTD MERITVALENTIE 424 40310 KOTKA, FINLAND TEL: +358 5 260 47 221 FAX: +358 5 260 47 55		CARRIER'S AGENTS ENDORSEMENTS: (Include Agt(s) of POO) WINTER CLAUSE: CARRIER HAS NO LIABILITY OR RESPONSIBILITY WHATSOEVER FOR THE LOSS OR DAMAGE TO THE GOODS BY REASON OF NATURAL VARIATIONS IN ATMOSPHERIC TEMPERATURES DURING THE WINTER PERIOD, AND/OR CAUSED BY INADEQUATE PACKING OF THE GOODS FOR CARRIAGE IN DRY-VAN CONTAINERS, AND/OR INHERENT VICE OF THE GOODS, IN SUCH TEMPERATURES LLOYDSBANK NUMBER: 1141115	
NOTIFY PARTIES: (No responsibility shall attach to the Carrier or to his Agent for failure to notify - s Clause 20) CARCONT LTD MERITVALENTIE 424 40310 KOTKA, FINLAND TEL: +358 5 260 47 221 FAX: +358 5 260 47 55			
VESSEL & VOYAGE NO. (s Clause 5.6.2) MSC SARAH - NU301R		PORT OF LOADING NEW YORK, NY	
BOOKING REF. 038EUL1046297		PLACE OF RECEIPT: (Combine d Transport ONLY - s Clause 5.1 & 5.2) XXXXXXXXXXXXXXXX	
SERVICE CONTRACT NUMBER 12-535WW		PLACE OF DELIVERY: (Combine d Transport ONLY - s Clause 5.1 & 5.2) XXXXXXXXXXXXXXXX	
PORT OF DISCHARGE KOTKA, FINLAND			
PARTICULARS FURNISHED BY THE SHIPPER - NOT CHECKED BY CARRIER - CARRIER NOT RESPONSIBLE - See Clause 14			
Container Numbers, Seal Numbers and Marks		Description of Packages and Goods (Continue d on attach d S a Waybill Rider page (s), if applicable) PLEASE SEE ATTACHED RIDER PAGE(S) FOR DESCRIPTION OF PACKAGES AND GOODS	
		Gross Cargo Weight	
		Measurement	
FREIGHT & CHARGES: Cargo shall not be delivered until all freight & charges are paid (s Clause 16).			
DECLARED VALUE (only applicable if Ad Valorem Charge is paid - s Clause 7.3) XXXXXXXXXXXXXXXX		CARRIER'S RECEIPT (No. of Containers or Packages received by Carrier - s Clause 14.1) 1 container	
PLACE AND DATE OF ISSUE NEW YORK - 13-JANUARY-2013		SIGNED BY MSC (USA) Inc. as Agent on behalf of the Carrier MSC Mediterranean Shipping Company S.A.	
		SHIPPED ON BOARD DATE 13-JANUARY-2013	

 MEDITERRANEAN SHIPPING COMPANY S.A. Website: www.msc.com		SEA WAYBILL No. RIDER PAGE Page 1 of 1		MSCUAR408341
CONTINUATION OF PARTICULARS FURNISHED BY THE SHIPPER - NOT CHECKED BY CARRIER - CARRIER NOT RESPONSIBLE (see Clause 14)				
Container Numbers, Seal Numbers and Marks TCKU9873233 40' HIGH CUBE SEAL NUMBER: 7876363	Description of Packages and Goods (Continued on further Sea Waybill Rider page(s), if applicable)		Gross Cargo Weight	Measurement
	1 UNPACKED OR UNPACKAGED OF 2009 BMW X6 VIN# SUXFG43569L223352		1,647.000 KGS. 3,631.013 LBS.	
	1 UNPACKED OR UNPACKAGED OF 2009 TOYOTA PRIUS VIN# JTDKB20U897858468		1,523.000 KGS. 3,357.646 LBS.	
	1 UNPACKED OR UNPACKAGED OF 2009 TOYOTA CAMRY VIN# 4T1BE46K19U306703		1,646.000 KGS. 3,626.809 LBS.	
	2 PACKAGE(S) OF ENGINES ON PALLETS		200.000 KGS. 440.925 LBS.	
	FREIGHT PREPAID X20130103022095			
	X20130103021862			
	SHIPPER'S LOAD, STOW, AND COUNT THESE COMMODITIES, TECHNOLOGY, OR SOFTWARE WERE EXPORTED FROM THE UNITED STATES IN ACCORDANCE WITH THE EXPORT ADMINISTRATION REGULATIONS. DIVERSION CONTRARY TO U.S. LAW PROHIBITED. BATTERY HAS BEEN DISCONNECTED AND GAS TANK DRAINED			
	TOTAL NUMBER OF PACKAGES: 5		TOTAL: 5,016.000 KGS. 11,059.387 LBS.	
PLACE AND DATE OF ISSUE NEW YORK - 13-JANUARY-2013		SHIPPED ON BOARD DATE 13-JANUARY-2013		SIGNED By MSC (USA) Inc. as Agent on behalf of the Carrier MSC Mediterranean Shipping Company SA

MSC MEDITERRANEAN SHIPPING COMPANY S.A.

12-14 Chemin Rieu - 1208 Geneva - Switzerland

Service Contract No.12-535WW

1. ORIGIN(S):

USA

2. DESTINATION(S):

EUUS: Estonia, Leetonia, Lithuania, Germany, Belgium, Poland, Finland, Netherlands, France

GTBEA: Russia, Ukraine, Georgia, Romania, Bulgaria, Israel, Egypt, Lebanon, Turkey, Greece,

Benin, Togo, Angola, Guinea, Ghana, Nigeria, Ivory Coast, Gambia, Senegal, Cameroun, Libya, Morocco

IPMR: Saudi Arabia, Oman, Bahrain, Kuwait, United Arab Emirates, Iraq, Qatar, Yemen Republic, Pakistan

WCSA: Chile, Colombia, Peru, Ecuador

3. COMMODITY(IES): Motor Vehicles, NOS, Motor Vehicle Parts, NOS, Machinery, NOS

4. MINIMUM VOLUME COMMITMENT ("MVC") OR PORTION:

EUUS: 10000

GTBEA: 100 TEUS

IPMR: 500 TEUS

WCSA: 100 TEUS

TOTAL MVC: 10700 TEUS

5. RATES AND CHARGES:

See Appendix A

(a) In addition to the rates stated in this Contract, shipments made hereunder shall be subject to the rules, regulations, terms, conditions, surcharges, general rate increases, and all other provisions listed in Carrier's tariff(s) applicable to carriage between the relevant port of loading and the port of destination and in effect at the time of shipment including but not limited to any fees, costs, levies or charges whatsoever arising out of or related to clean air programs, and to the terms and conditions of Carrier's bill of lading or sea waybill, as the case may be, and all said provisions are hereby incorporated in this Contract by reference.

(b) The rates in this Contract shall be subject to increase by the amount of any general rate increase published in the Carrier's rate tariff applicable to the Trade(s) covered by this Contract. Said increase shall be applied by the Carrier automatically and Shipper consents to Carrier filing an amendment to this Contract with the Federal Maritime Commission reflecting said increase, without any further signature or consent of the Shipper. If rates are increased through application of this paragraph, Shipper may in its discretion request a negotiation in good faith regarding a reduction of the increase published by the Carrier. If a signature, in this case necessary, is delayed by more than five (5) business days, the Carrier can and will assess all shipments at the applicable rate based on the general rate increase as published in its tariff from the time same is into effect.

(c) If during the term of this Contract, security related charges are published by Carrier in the governing tariff(s) applicable to this Contract, covering such as, but not limited to, security charges as may be introduced at ports/ terminals covered by this Contract, such tariff published security related charges will apply in addition to all other conditions and provisions set forth in this Contract.

Contract does not include any ISPS Security Charges, which do not form PART of the freight, and which are additionally payable as levied locally by the loading and discharging port terminals.

(d) If during the term of this Contract, Carrier changes its policy and no longer provides chassis, it shall have the right to cease providing chassis after a ninety (90) days notice to the Shipper. In the event that Carrier exercises its right to stop providing chassis, Shipper shall have the right to terminate this Contract as at the expiry of the notice or earlier by agreement. Such right to terminate shall be the sole remedy of the Shipper for Carrier's exercise of its right to stop providing chassis.

(e) Third Party Costs Clause

Notwithstanding any provision herein to the contrary whatsoever, where the Carrier is subject to extra or increased costs in the performance of this Contract which arise:

1. From facts or circumstances which were not within the contemplation of the parties at the time this Contract was made; and
2. The extra or additional costs are raised by a third party, subcontractor or company used by the Carrier in the performance of this Contract;

The Carrier shall be entitled to add the extra or additional costs to the total costs invoiced to the Customer and they shall apply as if the said extra or additional costs had always formed part of this Contract. The Carrier shall, if requested, provide documents in support of the extra or additional costs.

(f) Shipments hereunder moving to and/or from an inland destination and/or origin shall be subject to the applicable inland portion published in the relevant Carrier tariff at the time of shipment, except as otherwise expressly provided herein.

(g) Carrier shall provide regularly scheduled sailings and space aboard its vessels for ____ TEUs per sailing, sufficient to accommodate Shipper's volume commitment reasonably spread over the Contract period.

(h) For purposes of this Contract, a container of 20' external length shall constitute one TEU, a container of 40' external length (including a 40' high-cube container) shall constitute one FEU or two TEUs.

6. CERTIFICATION OF SHIPPER STATUS:

Shipper hereby certifies its status as (check only one of the following):

- A. Owner of the cargo ____;
- B. A shippers' association ____; or
- C. A non-vessel operating common carrier ("NVOCC") X .

If status is C above, Shipper shall provide Carrier with evidence that Shipper and any and all of its affiliates authorized to utilize this Contract have published a tariff and provided the U.S. Federal Maritime Commission ("FMC") with the financial security required by its regulations. If status is B above, Shipper shall provide Carrier with a statement that none of the members of the shippers' associations participating in this Contract are NVOCCs or, if any of the members participating in this Contract are NVOCCs, with evidence that such members have published tariffs and provided the FMC with the financial security required by its regulations. Shipper shall be under a continuing obligation to report any change in its status, or the status of any of its affiliates or members, to Carrier.

If Shipper fails to comply with the provisions of this certification, any shipments in the possession of Carrier at the time such failure is discovered may be returned to or made available to Shipper and any and all liabilities, attorneys' fees and expenses incurred by Carrier in connection with the shipment shall be for Shipper's account and constitute a lien on the cargo and any sub-freights due and owing.

Shipper shall be liable to Carrier for all liabilities, attorneys' fees, civil penalties and expenses incurred by Carrier as a result of Shipper's failure to adhere to this certification.

7. CONTRACT RECORDS:

FMC requests for service contract records should be addressed to Miss Lily Hennemann, c/o MSC, 12-14 Chemin Rieu, 1208 Geneva, Switzerland, telephone number 41-22-703-8888

8. DURATION (TERM):

Effective : 18th December 2012
Effective Through: 17th December 2013

9. PROVISIONS/NOTES/EXCEPTIONS:

9 (a) Use of Sea Waybills instead of Bills of Lading (When Applicable)

In consideration of Carrier issuing, at the Shipper's request, sea waybill(s) instead of bill(s) of lading for the contract of carriage of the cargo, the Shipper hereby indemnifies Carrier for all and any claims, losses, costs, expenses and liabilities of any nature whatsoever that arise in consequence of the use of a sea waybill instead of a bill of lading. The Shipper further undertakes to ensure that the ultimate consignee of the cargo receives a legible copy of, by fax or e-mail, and agrees to abide by, the terms, conditions, exceptions and limitations contained in the Carrier sea waybill.

Without limitation the indemnity shall include where:

- The consignee refuses to abide by the terms and conditions contained in the sea waybill;
- There is a claim for wrongful delivery against Carrier even though Carrier has delivered the cargo to the consignee named in the sea waybill or to the consignee to whom the Shipper, directly or by its agents or subcontractors, has directed the cargo should be delivered; and
- The consignee refuses to pay any additional charges that the Shipper has agreed will apply to the carriage.

9 (b) Verification of shipments

Shipment records maintained to support the performance of this Contract will be copies of bills of lading.

9 (c) Confidentiality

This Contract is to be kept CONFIDENTIAL and is not to be reported by Carrier /Shipper or any of their members/affiliates.

9 (d) Arbitration and Applicable Law

Should any dispute arise out of this Contract, the matter in dispute shall be referred to three persons at New York, one to be appointed by each of the parties hereto, and the third by the two so chosen; their decision or that of any two of them shall be final.

This Contract shall be subject to the Shipping Act of 1984, as amended by the Ocean Shipping Reform Act of 1998, and shall otherwise be construed and governed by the laws of the State of New York.

9 (e) Non-Performance

(1) In the event that Carrier fails to provide the minimum amount of space set forth in Article 5(g) above on any sailing for reasons other than those set forth in Article 9(e)(3) hereof, then Shipper shall be entitled to additional space on one or more subsequent sailings during the term of this Contract equal to the amount of space Carrier was unable to provide. In the event Carrier fails to provide all or part of such additional space prior to the expiration of this Contract, then Shipper shall be entitled to a reduction in its minimum cargo commitment equal to the amount of such additional space that Carrier was unable to provide. The provision of additional space and the reduction of the minimum cargo commitment shall constitute Shipper's sole remedies for breach of this Contract by Carrier. Under no circumstances shall Carrier be liable for any indirect, consequential, punitive or other damages in connection with this Contract.

(2) In the event Shipper, for reasons other than those set forth in Article 9(e)(3) hereof, fails to meet the minimum cargo commitment set forth in Article 4 hereof or any portion thereof (or such cargo commitment as it may have been adjusted pursuant to this Article 9(e), whichever is less), then Shipper shall be liable for and agrees to pay to Carrier liquidated damages of \$250 per TEU for each TEU by which the amount of cargo is less than the minimum cargo commitment. Such liquidated damages shall be the sole remedy of Carrier for Shipper's failure to fulfill the minimum cargo commitment and no further liability shall be incurred by Shipper as a result of such failure.

(3) Notwithstanding any other provisions of this Contract, and to the extent Carrier or Shipper fails to meet any obligations imposed hereunder due to force majeure, the performance of this Contract shall be deemed to have been frustrated and no cause of action for breach or liability hereunder shall arise as a consequence thereof. For purposes hereof, the term "force majeure" shall mean and include, without reservation or limitation, strikes, lockouts or exceptional circumstances arising from the threat thereof; Act of God, acts of terrorism or threatened acts of terrorism, acts of State or Public Enemy, including but not limited to war, restraints of princes, riots, civil disorder and insurrection, embargo or other disruption or interference with trade; marine disaster, fire or other casualty.

9 (f) Definition of Charges (Demurrage, Storage, Detention, Per Diem) in the USA

DEMURRAGE

A charge assessed against the cargo remaining inside the USA Terminal facilities after the expiration of free time, for the usage of its land.

Free Time & Charges

As per applicable Tariff.

STORAGE

A charge assessed against the cargo remaining inside the USA Rail Road facilities and / or Container Yards after the expiration of free time, for the usage of its land.

Free Time & Charges:

As per applicable Tariff.

DETENTION

A charge assessed against the cargo remaining inside the USA Terminal or Rail Road facilities or Container Yard after the expiration of free time, for the usage of Carrier's (full) equipment.

Free Time & Charges:

As per Steamship line's Tariff

PER DIEM

A charge assessed, after the expiration of free time outside of the USA Terminal or Rail Road or Container Yard facilities, for the usage of Carrier's equipment (full or empty) until it's return to Carrier's custody at the point of pick up

Free Time & Charges:

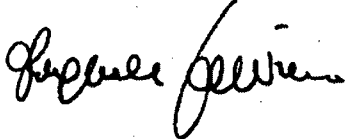
As per Steamship Line's Tariff & Interchange Agreement

10. CONTRACT PARTIES:

The parties (Parties) are (a) MSC Mediterranean Shipping Company S.A (Carrier) and (b) the shipper/consignee whose name and address is below, and (c) any other shippers and/or consignees listed (all of which shippers and consignees are called Shippers):

Carrier:

MSC Mediterranean Shipping Co., S.A.
12-14 Chemin Rieu, 1208 Geneva, Switzerland



Signature: ----- AMN 2

By: Pasquale Formisano

Title: Director

Shipper:

Empire United Lines
2303 Coney Isl Ave, Brooklyn, New York 11223, USA

Signature: ----- AMN 2

By: Michael Hitrinov

Title: President

Affiliates: (if any)

(AMIN 3)
 Rate Agreement No.: R06113030000470 Customer: EMPIRE UNITED LINES
 SVC No.: 12.436WVW Code: US008222
 Effective from: 28th March 2013 Address: 2300 Conny Isl Ave
 Effective to: 17th December 2013 BROOKLYN/NEW YORK, UNITED STATES
 Scope MVC/TEUs: 100 NEW YORK
 ZIP/Postal code: 11223
 Scope: US TO CARIBBEAN

1. Freight charges

Remarks: Not subject to ISPS VATOS at Origin where applicable

Not subject to Export Chassis Usage (ECU) at Origin VATOS

Commodity	Incoterms	Port of Load	Port of Discharge	CSF S/P	FRY Amt	Currency	FRY is not subject	FRY is subject to	Valid to
CAKS	FCL P/P	NEW YORK	CAUCEDO	400V 40HC	1300	USD	BUC as Freight - VATOS CSF at Origin - VATOS LSC as Freight - VATOS	THC at Destination - VATOS	Remittance

Charges legend:

BUC	BUNKER CONTRIBUTION
CSF	CARRIER SECURITY FEE
LSC	LOW SULPHUR FUEL CONTRIBUTION
THC	TERMINAL HANDLING CHARGE

MOTOR VEHICLES MOTOR VEHICLE PARTS, BUILDING MATERIALS ELECTRONICS, MACHINERY	FCL PIP	CHARLESTON	KLAPEDA	400V 40°C	1338	1435 USD	THC at Origin - VATOS DOC at Origin - VATOS BUC at Origin - VATOS	LSC at Origin - VATOS HAZ at Origin - VATOS CSF at Origin - VATOS THC at Destination - VATOS SPD at Destination - VATOS SPD at Origin - VATOS
MOTOR VEHICLES MOTOR VEHICLE PARTS, BUILDING MATERIALS ELECTRONICS, MACHINERY	FCL PIP	NEW YORK	KLAPEDA RISA	400V 40°C	4038	1228 USD	BUC at Origin - VATOS THC at Origin - VATOS DOC at Origin - VATOS	LSC at Origin - VATOS HAZ at Origin - VATOS CSF at Origin - VATOS THC at Destination - VATOS SPD at Destination - VATOS SPD at Origin - VATOS
MOTOR VEHICLES MOTOR VEHICLE PARTS, BUILDING MATERIALS ELECTRONICS, MACHINERY	FCL PIP	NORFOLK	KLAPEDA RISA	400V 40°C	4440	1560 USD	BUC at Origin - VATOS THC at Origin - VATOS DOC at Origin - VATOS	LSC at Origin - VATOS HAZ at Origin - VATOS CSF at Origin - VATOS THC at Destination - VATOS SPD at Destination - VATOS SPD at Origin - VATOS
MOTOR VEHICLES MOTOR VEHICLE PARTS, BUILDING MATERIALS ELECTRONICS, MACHINERY	FCL PIP	SAVANNAH	KLAPEDA RISA TALLAH	400V 40°C	1330	1480 USD	BUC at Origin - VATOS THC at Origin - VATOS DOC at Origin - VATOS	LSC at Origin - VATOS HAZ at Origin - VATOS CSF at Origin - VATOS THC at Destination - VATOS SPD at Destination - VATOS SPD at Origin - VATOS
MOTOR VEHICLES MOTOR VEHICLE PARTS, BUILDING MATERIALS ELECTRONICS, MACHINERY	FCL PIP	LONG BEACH	TALLAH KLAPEDA RISA	400V 40°C	2438	2778 USD	BUC at Origin - VATOS THC at Origin - VATOS DOC at Origin - VATOS	LSC at Origin - VATOS HAZ at Origin - VATOS CSF at Origin - VATOS THC at Destination - VATOS SPD at Destination - VATOS SPD at Origin - VATOS
MOTOR VEHICLES MOTOR VEHICLE PARTS, BUILDING MATERIALS ELECTRONICS, MACHINERY	FCL PIP	NEW YORK CHARLESTON	BREMERHAVEN ANTWERP	200V	641	903 USD	BUC at Origin - VATOS THC at Origin - VATOS DOC at Origin - VATOS	LSC at Origin - VATOS HAZ at Origin - VATOS CSF at Origin - VATOS THC at Destination - VATOS SPD at Destination - VATOS SPD at Origin - VATOS
MOTOR VEHICLES MOTOR VEHICLE PARTS, BUILDING MATERIALS ELECTRONICS, MACHINERY	FCL PIP	NEW YORK	BREMERHAVEN ANTWERP (AMN 1)	400V 40°C	228 844 (AMN 14) 844 (AMN 14)	981 USD	BUC at Origin - VATOS THC at Origin - VATOS DOC at Origin - VATOS	LSC at Origin - VATOS HAZ at Origin - VATOS CSF at Origin - VATOS THC at Destination - VATOS SPD at Destination - VATOS SPD at Origin - VATOS
MOTOR VEHICLES MOTOR VEHICLE PARTS, BUILDING MATERIALS ELECTRONICS, MACHINERY	FCL PIP	NEW YORK	ANTWERP	200V 40°C	848	988 USD	BUC at Origin - VATOS THC at Origin - VATOS DOC at Origin - VATOS	LSC at Origin - VATOS HAZ at Origin - VATOS CSF at Origin - VATOS THC at Destination - VATOS SPD at Destination - VATOS SPD at Origin - VATOS
MOTOR VEHICLES MOTOR VEHICLE PARTS, BUILDING MATERIALS ELECTRONICS, MACHINERY	FCL PIP	CHARLESTON	BREMERHAVEN ANTWERP	400V 40°C	218	778 USD	BUC at Origin - VATOS THC at Origin - VATOS DOC at Origin - VATOS	LSC at Origin - VATOS HAZ at Origin - VATOS CSF at Origin - VATOS THC at Destination - VATOS SPD at Destination - VATOS SPD at Origin - VATOS
MOTOR VEHICLES MOTOR VEHICLE PARTS, BUILDING MATERIALS ELECTRONICS, MACHINERY	FCL PIP	NORFOLK SAVANNAH	BREMERHAVEN ANTWERP	200V	641	778 USD	BUC at Origin - VATOS THC at Origin - VATOS DOC at Origin - VATOS	LSC at Origin - VATOS HAZ at Origin - VATOS CSF at Origin - VATOS THC at Destination - VATOS SPD at Destination - VATOS SPD at Origin - VATOS
MOTOR VEHICLES MOTOR VEHICLE PARTS, BUILDING MATERIALS ELECTRONICS, MACHINERY	FCL PIP	NORFOLK SAVANNAH	BREMERHAVEN ANTWERP	400V 40°C	638	978 USD	BUC at Origin - VATOS THC at Origin - VATOS DOC at Origin - VATOS	LSC at Origin - VATOS HAZ at Origin - VATOS CSF at Origin - VATOS THC at Destination - VATOS SPD at Destination - VATOS SPD at Origin - VATOS
MOTOR VEHICLES MOTOR VEHICLE PARTS, BUILDING MATERIALS ELECTRONICS, MACHINERY	FCL PIP	LONG BEACH	BREMERHAVEN ANTWERP	400V 40°C	2088	2188 USD	BUC at Origin - VATOS THC at Origin - VATOS DOC at Origin - VATOS	LSC at Origin - VATOS HAZ at Origin - VATOS CSF at Origin - VATOS THC at Destination - VATOS SPD at Destination - VATOS SPD at Origin - VATOS
MOTOR VEHICLES MOTOR VEHICLE PARTS, BUILDING MATERIALS ELECTRONICS, MACHINERY	FCL PIP	DALLAMORE BOSTON	BREMERHAVEN ANTWERP	200V	243	768 USD	BUC at Origin - VATOS THC at Origin - VATOS DOC at Origin - VATOS	LSC at Origin - VATOS HAZ at Origin - VATOS CSF at Origin - VATOS THC at Destination - VATOS SPD at Destination - VATOS SPD at Origin - VATOS

MOTOR VEHICLES MOTOR VEHICLE PARTS BUILDING MATERIALS ELECTRONICS MACHINERY	FCL RP	BOSTON BALTIMORE	BREMERHAVEN ANTWERP	4007 40HC	950	1030 USD	BUC as Freight - VATOS DOC at Origin - VATOS THC at Origin - VATOS	THC at Destination - VATOS CDO at Destination - VATOS SPB as Freight - VATOS WHA at Origin - VATOS HAZ as Freight - VATOS SPD at Destination - VATOS THC at Destination - VATOS CDO at Destination - VATOS
MOTOR VEHICLES MOTOR VEHICLE PARTS BUILDING MATERIALS ELECTRONICS MACHINERY	FCL RP	PORT EVERGLADES	BREMERHAVEN ANTWERP	400V 40HC	850	870 USD	BUC as Freight - VATOS DOC at Origin - VATOS THC at Origin - VATOS	THC at Destination - VATOS CDO at Destination - VATOS SPB as Freight - VATOS WHA at Origin - VATOS HAZ as Freight - VATOS SPD at Destination - VATOS THC at Destination - VATOS CDO at Destination - VATOS
MOTOR VEHICLES MOTOR VEHICLE PARTS BUILDING MATERIALS ELECTRONICS MACHINERY	FCL RP	NEW ORLEANS HOUSTON	BREMERHAVEN ANTWERP	200V	240	710 USD	BUC as Freight - VATOS DOC at Origin - VATOS THC at Origin - VATOS	THC at Destination - VATOS CDO at Destination - VATOS SPB as Freight - VATOS WHA at Origin - VATOS HAZ as Freight - VATOS SPD at Destination - VATOS THC at Destination - VATOS CDO at Destination - VATOS
MOTOR VEHICLES MOTOR VEHICLE PARTS BUILDING MATERIALS ELECTRONICS MACHINERY	FCL RP	HOUSTON NEW ORLEANS	BREMERHAVEN ANTWERP	400V 40HC	850	1070 USD	BUC as Freight - VATOS DOC at Origin - VATOS THC at Origin - VATOS	THC at Destination - VATOS CDO at Destination - VATOS SPB as Freight - VATOS WHA at Origin - VATOS HAZ as Freight - VATOS SPD at Destination - VATOS THC at Destination - VATOS CDO at Destination - VATOS
MOTOR VEHICLES MOTOR VEHICLE PARTS BUILDING MATERIALS ELECTRONICS MACHINERY	FCL RP	SAVANNAH	GOYNA	400V 40HC	1110	1480 USD	BUC as Freight - VATOS THC at Origin - VATOS DOC at Origin - VATOS	THC at Destination - VATOS CDO at Destination - VATOS SPB as Freight - VATOS WHA at Origin - VATOS HAZ as Freight - VATOS SPD at Destination - VATOS THC at Destination - VATOS CDO at Destination - VATOS
MOTOR VEHICLES MOTOR VEHICLE PARTS BUILDING MATERIALS ELECTRONICS MACHINERY	FCL RP	CHARLESTON NEW YORK	GOYNA	200V	850	1000 USD	BUC as Freight - VATOS THC at Origin - VATOS DOC at Origin - VATOS	THC at Destination - VATOS CDO at Destination - VATOS SPB as Freight - VATOS WHA at Origin - VATOS HAZ as Freight - VATOS SPD at Destination - VATOS THC at Destination - VATOS CDO at Destination - VATOS
MOTOR VEHICLES MOTOR VEHICLE PARTS BUILDING MATERIALS ELECTRONICS MACHINERY	FCL RP	CHARLESTON	GOYNA	400V 40HC	1150	1430 USD	BUC as Freight - VATOS THC at Origin - VATOS DOC at Origin - VATOS	THC at Destination - VATOS CDO at Destination - VATOS SPB as Freight - VATOS WHA at Origin - VATOS HAZ as Freight - VATOS SPD at Destination - VATOS THC at Destination - VATOS CDO at Destination - VATOS
MOTOR VEHICLES MOTOR VEHICLE PARTS BUILDING MATERIALS ELECTRONICS MACHINERY	FCL RP	NEW YORK	GOYNA	400V 40HC	1150	1380 USD	BUC as Freight - VATOS THC at Origin - VATOS DOC at Origin - VATOS	THC at Destination - VATOS CDO at Destination - VATOS SPB as Freight - VATOS WHA at Origin - VATOS HAZ as Freight - VATOS SPD at Destination - VATOS THC at Destination - VATOS CDO at Destination - VATOS
MOTOR VEHICLES MOTOR VEHICLE PARTS BUILDING MATERIALS ELECTRONICS MACHINERY	FCL RP	BALTIMORE BOSTON	GOYNA	200V	1410	1200 USD	BUC as Freight - VATOS DOC at Origin - VATOS THC at Origin - VATOS	THC at Destination - VATOS CDO at Destination - VATOS SPB as Freight - VATOS WHA at Origin - VATOS HAZ as Freight - VATOS SPD at Destination - VATOS THC at Destination - VATOS CDO at Destination - VATOS
MOTOR VEHICLES MOTOR VEHICLE PARTS BUILDING MATERIALS ELECTRONICS MACHINERY	FCL RP	NORFOLK BALTIMORE	GOYNA	200V	1410	1110 USD	BUC as Freight - VATOS DOC at Origin - VATOS THC at Origin - VATOS	THC at Destination - VATOS CDO at Destination - VATOS SPB as Freight - VATOS WHA at Origin - VATOS HAZ as Freight - VATOS SPD at Destination - VATOS THC at Destination - VATOS CDO at Destination - VATOS
MOTOR VEHICLES MOTOR VEHICLE PARTS BUILDING MATERIALS ELECTRONICS MACHINERY	FCL RP	NORFOLK	GOYNA	400V 40HC	1410	1180 USD	BUC as Freight - VATOS DOC at Origin - VATOS THC at Origin - VATOS	THC at Destination - VATOS CDO at Destination - VATOS SPB as Freight - VATOS WHA at Origin - VATOS HAZ as Freight - VATOS SPD at Destination - VATOS THC at Destination - VATOS CDO at Destination - VATOS
MOTOR VEHICLES MOTOR VEHICLE PARTS BUILDING MATERIALS ELECTRONICS MACHINERY	FCL RP	NEW ORLEANS HOUSTON	GOYNA	200V	1410	1200 USD	BUC as Freight - VATOS DOC at Origin - VATOS THC at Origin - VATOS	THC at Destination - VATOS CDO at Destination - VATOS SPB as Freight - VATOS WHA at Origin - VATOS HAZ as Freight - VATOS SPD at Destination - VATOS THC at Destination - VATOS CDO at Destination - VATOS

MOTOR VEHICLES, MOTOR VEHICLE PARTS, BUILDING MATERIALS, ELECTRONICS, MACHINERY	FCL PP	HOUSTON NEW ORLEANS	5072AA	400V 40HC	1430	1440 USD	6JC as Freight - VATOS DOC at Origin - VATOS THC at Origin - VATOS CSF as Freight - VATOS HAZ as Freight - VATOS SPD as Destination - VATOS THC at Destination - VATOS DOC at Destination - VATOS LSC as Freight - VATOS
MOTOR VEHICLES, MOTOR VEHICLE PARTS, BUILDING MATERIALS, ELECTRONICS, MACHINERY	FCL PP	BALTIMORE BOSTON	0070NA	400V 40HC	1430	1440 USD	6JC as Freight - VATOS DOC at Origin - VATOS THC at Origin - VATOS CSF as Freight - VATOS HAZ as Freight - VATOS SPD as Destination - VATOS THC at Destination - VATOS DOC at Destination - VATOS LSC as Freight - VATOS
MOTOR VEHICLES, MOTOR VEHICLE PARTS, BUILDING MATERIALS, ELECTRONICS, MACHINERY	FCL PP	PORT EVERGLADES	0070NA	400V	948	953 USD	6JC as Freight - VATOS DOC at Origin - VATOS THC at Origin - VATOS CSF as Freight - VATOS HAZ as Freight - VATOS SPD as Destination - VATOS THC at Destination - VATOS DOC at Destination - VATOS LSC as Freight - VATOS
MOTOR VEHICLES, MOTOR VEHICLE PARTS, BUILDING MATERIALS, ELECTRONICS, MACHINERY	FCL PP	PORT EVERGLADES	0070NA	400V 40HC	1430	1440 USD	6JC as Freight - VATOS DOC at Origin - VATOS THC at Origin - VATOS CSF as Freight - VATOS HAZ as Freight - VATOS SPD as Destination - VATOS THC at Destination - VATOS DOC at Destination - VATOS LSC as Freight - VATOS
MOTOR VEHICLES, MOTOR VEHICLE PARTS, BUILDING MATERIALS, ELECTRONICS, MACHINERY	FCL PP	LONG BEACH	0070NA	400V 40HC	2434	2786 USD	6JC as Freight - VATOS DOC at Origin - VATOS THC at Origin - VATOS CSF as Freight - VATOS HAZ as Freight - VATOS SPD as Destination - VATOS THC at Destination - VATOS DOC at Destination - VATOS LSC as Freight - VATOS
MOTOR VEHICLES, MOTOR VEHICLE PARTS, BUILDING MATERIALS, ELECTRONICS, MACHINERY	FCL PP	NEW YORK	KOTNA	400V 40HC	1078	1228 USD	6JC as Freight - VATOS DOC at Origin - VATOS THC at Origin - VATOS CSF as Freight - VATOS HAZ as Freight - VATOS SPD as Destination - VATOS THC at Destination - VATOS DOC at Destination - VATOS LSC as Freight - VATOS
MOTOR VEHICLES, MOTOR VEHICLE PARTS, BUILDING MATERIALS, ELECTRONICS, MACHINERY	FCL PP	CHARLESTON SAVANNAH	KOTNA	400V 40HC	1310	1448 USD	6JC as Freight - VATOS DOC at Origin - VATOS THC at Origin - VATOS CSF as Freight - VATOS HAZ as Freight - VATOS SPD as Destination - VATOS THC at Destination - VATOS DOC at Destination - VATOS LSC as Freight - VATOS
MOTOR VEHICLES, MOTOR VEHICLE PARTS, BUILDING MATERIALS, ELECTRONICS, MACHINERY	FCL PP	PORT EVERGLADES	KOTNA	400V 40HC	1310	1448 USD	6JC as Freight - VATOS DOC at Origin - VATOS THC at Origin - VATOS CSF as Freight - VATOS HAZ as Freight - VATOS SPD as Destination - VATOS THC at Destination - VATOS DOC at Destination - VATOS LSC as Freight - VATOS
MOTOR VEHICLES, MOTOR VEHICLE PARTS, BUILDING MATERIALS, ELECTRONICS, MACHINERY	FCL PP	LONG BEACH	KOTNA	400V 40HC	2434	2786 USD	6JC as Freight - VATOS DOC at Origin - VATOS THC at Origin - VATOS CSF as Freight - VATOS HAZ as Freight - VATOS SPD as Destination - VATOS THC at Destination - VATOS DOC at Destination - VATOS LSC as Freight - VATOS
MOTOR VEHICLES, MOTOR VEHICLE PARTS, BUILDING MATERIALS, ELECTRONICS, MACHINERY	FCL PP	CHARLESTON NEW YORK LONG BEACH SAVANNAH HOFERK	HELBRA KOTNA	400V 40HC	1415	1525 USD	6JC as Freight - VATOS DOC at Origin - VATOS THC at Origin - VATOS CSF as Freight - VATOS HAZ as Freight - VATOS SPD as Destination - VATOS THC at Destination - VATOS DOC at Destination - VATOS LSC as Freight - VATOS
MOTOR VEHICLES, MOTOR VEHICLE PARTS, BUILDING MATERIALS, ELECTRONICS, MACHINERY	FCL PP	CHARLESTON NEW YORK LONG BEACH SAVANNAH	HELBRA KOTNA	400V 40HC	1415	1525 USD	6JC as Freight - VATOS DOC at Origin - VATOS THC at Origin - VATOS CSF as Freight - VATOS HAZ as Freight - VATOS SPD as Destination - VATOS THC at Destination - VATOS DOC at Destination - VATOS LSC as Freight - VATOS
MOTOR VEHICLES, MOTOR VEHICLE PARTS, BUILDING MATERIALS, ELECTRONICS, MACHINERY	FCL PP	PORT EVERGLADES	HELBRA	400V 40HC	1415	1525 USD	6JC as Freight - VATOS DOC at Origin - VATOS THC at Origin - VATOS CSF as Freight - VATOS HAZ as Freight - VATOS SPD as Destination - VATOS THC at Destination - VATOS DOC at Destination - VATOS LSC as Freight - VATOS

MOTOR VEHICLES, MOTOR VEHICLE PARTS, BUILDING MATERIALS, ELECTRONICS, MACHINERY	FCL 000	BOSTON BALTIMORE	HELSINKI KOTKA	200V	4443	1208 USD	DOC at Origin - VATOS THC at Origin - VATOS BUC at Freight - VATOS	SPO at Destination - VATOS THC at Destination - VATOS CDO at Destination - VATOS LSC at Freight - VATOS BPS at Origin - VATOS CSF at Origin - VATOS HAZ at Freight - VATOS SPD at Destination - VATOS THC at Destination - VATOS CDO at Destination - VATOS LSC at Freight - VATOS
MOTOR VEHICLES, MOTOR VEHICLE PARTS, BUILDING MATERIALS, ELECTRONICS, MACHINERY	FCL 000	BOSTON BALTIMORE	HELSINKI KOTKA	400V 40HC	4440	1040 USD	DOC at Origin - VATOS THC at Origin - VATOS BUC at Freight - VATOS	SPO at Destination - VATOS THC at Destination - VATOS CDO at Destination - VATOS LSC at Freight - VATOS BPS at Origin - VATOS CSF at Origin - VATOS HAZ at Freight - VATOS SPD at Destination - VATOS THC at Destination - VATOS CDO at Destination - VATOS LSC at Freight - VATOS
MOTOR VEHICLES, MOTOR VEHICLE PARTS, BUILDING MATERIALS, ELECTRONICS, MACHINERY	FCL 000	NEW ORLEANS HOUSTON	HELSINKI KOTKA	200V	4443	1208 USD	DOC at Origin - VATOS THC at Origin - VATOS BUC at Freight - VATOS	SPO at Destination - VATOS THC at Destination - VATOS CDO at Destination - VATOS LSC at Freight - VATOS BPS at Origin - VATOS CSF at Origin - VATOS HAZ at Freight - VATOS SPD at Destination - VATOS THC at Destination - VATOS CDO at Destination - VATOS LSC at Freight - VATOS
MOTOR VEHICLES, MOTOR VEHICLE PARTS, BUILDING MATERIALS, ELECTRONICS, MACHINERY	FCL 000	HOUSTON NEW ORLEANS	HELSINKI KOTKA	400V 40HC	4440	1040 USD	DOC at Origin - VATOS THC at Origin - VATOS BUC at Freight - VATOS	SPO at Destination - VATOS THC at Destination - VATOS CDO at Destination - VATOS LSC at Freight - VATOS BPS at Origin - VATOS CSF at Origin - VATOS HAZ at Freight - VATOS SPD at Destination - VATOS THC at Destination - VATOS CDO at Destination - VATOS LSC at Freight - VATOS
MOTOR VEHICLES, MOTOR VEHICLE PARTS, BUILDING MATERIALS, ELECTRONICS, MACHINERY	FCL 000	PORT EVERGLADES	KOTKA HELSINKI	200V	4443	1128 USD	DOC at Origin - VATOS THC at Origin - VATOS BUC at Freight - VATOS	SPO at Destination - VATOS THC at Destination - VATOS CDO at Destination - VATOS LSC at Freight - VATOS BPS at Origin - VATOS CSF at Origin - VATOS HAZ at Freight - VATOS SPD at Destination - VATOS THC at Destination - VATOS CDO at Destination - VATOS LSC at Freight - VATOS
PAK	FCL 000	NEW YORK	ANTWERP BREMERHAVEN HAMBURG LE HAVRE ROTTERDAM	200V	799	818 USD	DOC at Origin - VATOS THC at Origin - VATOS BUC at Freight - VATOS	SPO at Destination - VATOS THC at Destination - VATOS CDO at Destination - VATOS LSC at Freight - VATOS BPS at Origin - VATOS CSF at Origin - VATOS HAZ at Freight - VATOS SPD at Destination - VATOS THC at Destination - VATOS CDO at Destination - VATOS LSC at Freight - VATOS
PAK	FCL 000	NEW YORK	ANTWERP BREMERHAVEN HAMBURG LE HAVRE ROTTERDAM	400V 40HC	8339	1098 USD	DOC at Origin - VATOS THC at Origin - VATOS BUC at Freight - VATOS	SPO at Destination - VATOS THC at Destination - VATOS CDO at Destination - VATOS LSC at Freight - VATOS BPS at Origin - VATOS CSF at Origin - VATOS HAZ at Freight - VATOS SPD at Destination - VATOS THC at Destination - VATOS CDO at Destination - VATOS LSC at Freight - VATOS
PAK	FCL 000	PHILADELPHIA	ANTWERP BREMERHAVEN HAMBURG LE HAVRE ROTTERDAM	200V	799	818 USD	DOC at Origin - VATOS THC at Origin - VATOS BUC at Freight - VATOS	SPO at Destination - VATOS THC at Destination - VATOS CDO at Destination - VATOS LSC at Freight - VATOS BPS at Origin - VATOS CSF at Origin - VATOS HAZ at Freight - VATOS SPD at Destination - VATOS THC at Destination - VATOS CDO at Destination - VATOS LSC at Freight - VATOS
PAK	FCL 000	PHILADELPHIA	ANTWERP BREMERHAVEN HAMBURG LE HAVRE ROTTERDAM	400V 40HC	8339	1098 USD	DOC at Origin - VATOS THC at Origin - VATOS BUC at Freight - VATOS	SPO at Destination - VATOS THC at Destination - VATOS CDO at Destination - VATOS LSC at Freight - VATOS BPS at Origin - VATOS CSF at Origin - VATOS HAZ at Freight - VATOS SPD at Destination - VATOS THC at Destination - VATOS CDO at Destination - VATOS LSC at Freight - VATOS
PAK	FCL 000	BALTIMORE	ANTWERP BREMERHAVEN HAMBURG LE HAVRE ROTTERDAM	200V	849	911 USD	DOC at Origin - VATOS THC at Origin - VATOS BUC at Freight - VATOS	SPO at Destination - VATOS THC at Destination - VATOS CDO at Destination - VATOS LSC at Freight - VATOS BPS at Origin - VATOS CSF at Origin - VATOS HAZ at Freight - VATOS SPD at Destination - VATOS THC at Destination - VATOS CDO at Destination - VATOS LSC at Freight - VATOS
PAK	FCL 000	BALTIMORE	ANTWERP BREMERHAVEN HAMBURG LE HAVRE ROTTERDAM	400V 40HC	849	1039 USD	DOC at Origin - VATOS THC at Origin - VATOS BUC at Freight - VATOS	SPO at Destination - VATOS THC at Destination - VATOS CDO at Destination - VATOS LSC at Freight - VATOS BPS at Origin - VATOS CSF at Origin - VATOS HAZ at Freight - VATOS SPD at Destination - VATOS THC at Destination - VATOS CDO at Destination - VATOS LSC at Freight - VATOS

FAK	FCL P/B	PORT OF	ANTWERP BREMERHAVEN HAMBURG LE HAVRE ROTTERDAM	200V 40V	644	1010 USD	BUC as Freight - VATOS SPB as Origin - VATOS DOC as Origin - VATOS THC as Destination - VATOS CSF as Origin - VATOS CDO as Destination - VATOS WMA as Origin - VATOS
FAK	FCL P/B	NORFOLK	ANTWERP BREMERHAVEN HAMBURG LE HAVRE ROTTERDAM	400V 40V	644	1010 USD	BUC as Freight - VATOS DOC as Origin - VATOS THC as Destination - VATOS CSF as Origin - VATOS CDO as Destination - VATOS WMA as Origin - VATOS
FAK	FCL P/B	BOSTON	ANTWERP BREMERHAVEN HAMBURG LE HAVRE ROTTERDAM	200V 40V	644	1010 USD	BUC as Freight - VATOS SPB as Origin - VATOS DOC as Origin - VATOS THC as Destination - VATOS CSF as Origin - VATOS CDO as Destination - VATOS WMA as Origin - VATOS
FAK	FCL P/B	BOSTON	ANTWERP BREMERHAVEN HAMBURG LE HAVRE ROTTERDAM	400V 40V	644	1010 USD	BUC as Freight - VATOS DOC as Origin - VATOS THC as Destination - VATOS CSF as Origin - VATOS CDO as Destination - VATOS WMA as Origin - VATOS
FAK	FCL P/B	CHARLESTON SAVANNAH	ANTWERP BREMERHAVEN HAMBURG LE HAVRE ROTTERDAM	200V 40V	644	1010 USD	BUC as Freight - VATOS SPB as Origin - VATOS DOC as Origin - VATOS THC as Destination - VATOS CSF as Origin - VATOS CDO as Destination - VATOS WMA as Origin - VATOS
FAK	FCL P/B	CHARLESTON SAVANNAH	ANTWERP BREMERHAVEN HAMBURG LE HAVRE ROTTERDAM	400V 40V	644	1010 USD	BUC as Freight - VATOS DOC as Origin - VATOS THC as Destination - VATOS CSF as Origin - VATOS CDO as Destination - VATOS WMA as Origin - VATOS
FAK	FCL P/B	PORT EVERGLADES	ANTWERP BREMERHAVEN HAMBURG LE HAVRE ROTTERDAM	200V 40V	644	1010 USD	BUC as Freight - VATOS SPB as Origin - VATOS DOC as Origin - VATOS THC as Destination - VATOS CSF as Origin - VATOS CDO as Destination - VATOS WMA as Origin - VATOS
FAK	FCL P/B	PORT EVERGLADES	ANTWERP BREMERHAVEN HAMBURG LE HAVRE ROTTERDAM	400V 40V	644	1010 USD	BUC as Freight - VATOS DOC as Origin - VATOS THC as Destination - VATOS CSF as Origin - VATOS CDO as Destination - VATOS WMA as Origin - VATOS
FAK	FCL P/B	HOUSTON	ANTWERP BREMERHAVEN HAMBURG LE HAVRE ROTTERDAM	200V 40V	644	1010 USD	BUC as Freight - VATOS SPB as Origin - VATOS DOC as Origin - VATOS THC as Destination - VATOS CSF as Origin - VATOS CDO as Destination - VATOS WMA as Origin - VATOS
FAK	FCL P/B	HOUSTON	ANTWERP BREMERHAVEN HAMBURG LE HAVRE ROTTERDAM	400V 40V	644	1010 USD	BUC as Freight - VATOS DOC as Origin - VATOS THC as Destination - VATOS CSF as Origin - VATOS CDO as Destination - VATOS WMA as Origin - VATOS
FAK	FCL P/B	NEW ORLEANS	ANTWERP BREMERHAVEN HAMBURG LE HAVRE ROTTERDAM	200V 40V	644	1010 USD	BUC as Freight - VATOS SPB as Origin - VATOS DOC as Origin - VATOS THC as Destination - VATOS CSF as Origin - VATOS CDO as Destination - VATOS WMA as Origin - VATOS
FAK	FCL P/B	NEW ORLEANS	ANTWERP BREMERHAVEN HAMBURG LE HAVRE ROTTERDAM	400V 40V	644	1010 USD	BUC as Freight - VATOS DOC as Origin - VATOS THC as Destination - VATOS CSF as Origin - VATOS CDO as Destination - VATOS WMA as Origin - VATOS

[illegible][illegible]

Item No.	Item Description	Unit	Quantity	Unit Price	Total Price	Remarks
Note: 10 days time limit for claim is 100% discount per day						
1	CEMENT	4000C	15			
2	CEMENT	4000C	15			
3	CEMENT	4000C	15			
4	CEMENT	4000C	15			
5	CEMENT	4000C	15			
6	CEMENT	4000C	15			
7	CEMENT	4000C	15			
8	CEMENT	4000C	15			
9	CEMENT	4000C	15			
10	CEMENT	4000C	15			
11	CEMENT	4000C	15			
12	CEMENT	4000C	15			
13	CEMENT	4000C	15			
14	CEMENT	4000C	15			
15	CEMENT	4000C	15			
16	CEMENT	4000C	15			
17	CEMENT	4000C	15			
18	CEMENT	4000C	15			
19	CEMENT	4000C	15			
20	CEMENT	4000C	15			
21	CEMENT	4000C	15			
22	CEMENT	4000C	15			
23	CEMENT	4000C	15			
24	CEMENT	4000C	15			
25	CEMENT	4000C	15			
26	CEMENT	4000C	15			
27	CEMENT	4000C	15			
28	CEMENT	4000C	15			
29	CEMENT	4000C	15			
30	CEMENT	4000C	15			
31	CEMENT	4000C	15			
32	CEMENT	4000C	15			
33	CEMENT	4000C	15			
34	CEMENT	4000C	15			
35	CEMENT	4000C	15			
36	CEMENT	4000C	15			
37	CEMENT	4000C	15			
38	CEMENT	4000C	15			
39	CEMENT	4000C	15			
40	CEMENT	4000C	15			
41	CEMENT	4000C	15			
42	CEMENT	4000C	15			
43	CEMENT	4000C	15			
44	CEMENT	4000C	15			
45	CEMENT	4000C	15			
46	CEMENT	4000C	15			
47	CEMENT	4000C	15			
48	CEMENT	4000C	15			
49	CEMENT	4000C	15			
50	CEMENT	4000C	15			
51	CEMENT	4000C	15			
52	CEMENT	4000C	15			
53	CEMENT	4000C	15			
54	CEMENT	4000C	15			
55	CEMENT	4000C	15			
56	CEMENT	4000C	15			
57	CEMENT	4000C	15			
58	CEMENT	4000C	15			
59	CEMENT	4000C	15			
60	CEMENT	4000C	15			
61	CEMENT	4000C	15			
62	CEMENT	4000C	15			
63	CEMENT	4000C	15			
64	CEMENT	4000C	15			
65	CEMENT	4000C	15			
66	CEMENT	4000C	15			
67	CEMENT	4000C	15			
68	CEMENT	4000C	15			
69	CEMENT	4000C	15			
70	CEMENT	4000C	15			
71	CEMENT	4000C	15			
72	CEMENT	4000C	15			
73	CEMENT	4000C	15			
74	CEMENT	4000C	15			
75	CEMENT	4000C	15			
76	CEMENT	4000C	15			
77	CEMENT	4000C	15			
78	CEMENT	4000C	15			
79	CEMENT	4000C	15			
80	CEMENT	4000C	15			
81	CEMENT	4000C	15			
82	CEMENT	4000C	15			
83	CEMENT	4000C	15			
84	CEMENT	4000C	15			
85	CEMENT	4000C	15			
86	CEMENT	4000C	15			
87	CEMENT	4000C	15			
88	CEMENT	4000C	15			
89	CEMENT	4000C	15			
90	CEMENT	4000C	15			
91	CEMENT	4000C	15			
92	CEMENT	4000C	15			
93	CEMENT	4000C	15			
94	CEMENT	4000C	15			
95	CEMENT	4000C	15			
96	CEMENT	4000C	15			
97	CEMENT	4000C	15			
98	CEMENT	4000C	15			
99	CEMENT	4000C	15			
100	CEMENT	4000C	15			
TOTAL						18
BAKIMORE						18
BOSTON						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						18
BIRMINGHAM						1

PORT EVERGLADES	40HC			
CHARLESTON	200V	Demurrage	10	For per stem only
NEW YORK	400V			
NORFOLK	40HC			
PHILADELPHIA	200V	Demurrage	10	For per stem only
NEW ORLEANS	400V			
LONG BEACH, US	40HC			
	200V	Demurrage	10	For per stem only
	400V			
	40HC			

Charge legend

BUC BUNKER CONTRIBUTION
 CDD CARGO DATA DECLARATION
 CGF CARRIER SECURITY FEE
 DDC DOCUMENTATION FEE
 FEB FUEL ESCALATION SURCHARGE
 HAZ HAZARDOUS
 IBL INLAND BARGE LIFT
 PAF PORT AUTHORITY FUEL CONTRIBUTION
 POF PORT OF ORIGIN FEE
 SPS INTERM. SHIP AND PORT SECURITY CHARGE (POD)
 SPB INTERM. SHIP AND PORT SECURITY CHARGE (POL)
 THC TERMINAL HANDLING CHARGE
 WHA WHARFAGE

[illegible]

SEE TERM 3	FCL PP	NORFOLK BALTIMORE SAVANNAH NEW YORK BOSTON	SAVANNAH	400V 40HC	3244	1978 USD	DOC at Origin - VATOS BUC at Origin - VATOS BUC as Freight - VATOS	LSC as Freight - VATOS FAS as Freight - VATOS PAD at Destination - VATOS
SEE TERM 3	FCL PP	BALTIMORE BOSTON NEW YORK NORFOLK SAVANNAH	COTONGOU	200V	3240	2220 USD	COS at Destination - VATOS BUC as Freight - VATOS DOC at Origin - VATOS	LSC as Freight - VATOS FAS as Freight - VATOS CSF at Origin - VATOS PAD at Destination - VATOS
SEE TERM 3	FCL PP	BALTIMORE BOSTON NEW YORK NORFOLK SAVANNAH	COTONGOU	400V 40HC	3244	2554 USD	COS at Destination - VATOS BUC as Freight - VATOS DOC at Origin - VATOS	LSC as Freight - VATOS FAS as Freight - VATOS CSF at Origin - VATOS PAD at Destination - VATOS
SEE TERM 3	FCL PP	BALTIMORE BOSTON NEW YORK NORFOLK SAVANNAH	COTONGOU	200V	3240	2125 USD	COS at Destination - VATOS BUC as Freight - VATOS DOC at Origin - VATOS	LSC as Freight - VATOS FAS as Freight - VATOS WHA at Origin - VATOS CSF at Origin - VATOS
SEE TERM 3	FCL PP	PHILADELPHIA PORT EVERGLADES	COTONGOU	100V 10HC	3244	1843 USD	DOC at Origin - VATOS COS at Destination - VATOS BUC as Freight - VATOS	PAD at Destination - VATOS LSC as Freight - VATOS FAS as Freight - VATOS WHA at Origin - VATOS CSF at Origin - VATOS PAD at Destination - VATOS
SEE TERM 3	FCL PP	BALTIMORE NEW YORK BOSTON NORFOLK SAVANNAH	DOUALA	200V	3240	2040 USD	BUC as Freight - VATOS DOC at Origin - VATOS	LSC as Freight - VATOS FAS as Freight - VATOS CSF at Origin - VATOS PAD at Destination - VATOS
SEE TERM 3	FCL PP	BALTIMORE NEW YORK BOSTON NORFOLK SAVANNAH	DOUALA	400V 40HC	3244	2407 USD	DOC at Origin - VATOS BUC as Freight - VATOS	CSF at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS PAD at Destination - VATOS
SEE TERM 3	FCL PP	NEW ORLEANS	DOUALA	200V	3240	2140 USD	BUC as Freight - VATOS DOC at Origin - VATOS	CSF at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS WHA at Origin - VATOS CSF at Origin - VATOS PAD at Destination - VATOS
SEE TERM 3	FCL PP	NEW ORLEANS	DOUALA	400V 40HC	3244	2781 USD	BUC as Freight - VATOS DOC at Origin - VATOS	LSC as Freight - VATOS FAS as Freight - VATOS WHA at Origin - VATOS CSF at Origin - VATOS PAD at Destination - VATOS
SEE TERM 3	FCL PP	HOUSTON	DOUALA	200V	3240	2040 USD	BUC as Freight - VATOS DOC at Origin - VATOS	CSF at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS WHA at Origin - VATOS CSF at Origin - VATOS PAD at Destination - VATOS
SEE TERM 3	FCL PP	HOUSTON	DOUALA	400V 40HC	3244	2407 USD	BUC as Freight - VATOS DOC at Origin - VATOS	LSC as Freight - VATOS FAS as Freight - VATOS WHA at Origin - VATOS CSF at Origin - VATOS PAD at Destination - VATOS
SEE TERM 3	FCL PP	PHILADELPHIA PORT EVERGLADES	DOUALA	200V	3240	1940 USD	BUC as Freight - VATOS DOC at Origin - VATOS	PAD at Destination - VATOS LSC as Freight - VATOS FAS as Freight - VATOS WHA at Origin - VATOS CSF at Origin - VATOS PAD at Destination - VATOS
SEE TERM 3	FCL PP	PHILADELPHIA	DOUALA	400V 40HC	3244	2554 USD	BUC as Freight - VATOS DOC at Origin - VATOS	CSF at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS WHA at Origin - VATOS CSF at Origin - VATOS PAD at Destination - VATOS
SEE TERM 3	FCL PP	LONG BEACH	DOUALA	200V	3240	2125 USD	BUC as Freight - VATOS DOC at Origin - VATOS	LSC as Freight - VATOS FAS as Freight - VATOS WHA at Origin - VATOS CSF at Origin - VATOS PAD at Destination - VATOS
SEE TERM 3	FCL PP	LONG BEACH	DOUALA	400V 40HC	3244	2781 USD	BUC as Freight - VATOS DOC at Origin - VATOS	LSC as Freight - VATOS FAS as Freight - VATOS WHA at Origin - VATOS CSF at Origin - VATOS PAD at Destination - VATOS

SEE TERM 3	FCL P/P	BALTIMORE NORFOLK NEW YORK SAVANNAH BOSTON	LOME	200V	3605	1971 USD	BUC as Freight - VATOS DOC as Origin - VATOS	CGS as Destination - VATOS LSC as Freight - VATOS PAS as Freight - VATOS CSP as Origin - VATOS PAD as Destination - VATOS
SEE TERM 3	FCL P/P	NEW YORK BOSTON BALTIMORE SAVANNAH CHARLESTON NORFOLK	LOME	100V 40+4C	3604	2001 USD	BUC as Freight - VATOS DOC as Origin - VATOS	CGS as Destination - VATOS LSC as Freight - VATOS PAS as Freight - VATOS CSP as Origin - VATOS PAD as Destination - VATOS
SEE TERM 3	FCL P/P	PHILADELPHIA PORT EVERGLADES	LOME	200V	3603	1971 USD	BUC as Freight - VATOS DOC as Origin - VATOS	CGS as Destination - VATOS LSC as Freight - VATOS PAS as Freight - VATOS WMA as Freight - VATOS CSP as Origin - VATOS PAD as Destination - VATOS
SEE TERM 3	FCL P/P	PORT EVERGLADES PHILADELPHIA	LOME	400V 40+4C	3604	2001 USD	BUC as Freight - VATOS DOC as Origin - VATOS	CGS as Destination - VATOS LSC as Freight - VATOS PAS as Freight - VATOS WMA as Freight - VATOS CSP as Origin - VATOS PAD as Destination - VATOS
SEE TERM 3	FCL P/P	SAVANNAH CHARLESTON NORFOLK BALTIMORE NEW YORK BOSTON	TINCANLAGOS APAPA	200V	4455	1818 USD	CGS as Destination - VATOS BUC as Freight - VATOS DOC as Origin - VATOS	CGS as Destination - VATOS LSC as Freight - VATOS PAS as Freight - VATOS CSP as Origin - VATOS PAD as Destination - VATOS
SEE TERM 3	FCL P/P	SAVANNAH CHARLESTON NORFOLK BOSTON BALTIMORE NEW YORK	APAPA	400V 40+4C	3604	2001 USD	BUC as Freight - VATOS DOC as Origin - VATOS	CGS as Destination - VATOS LSC as Freight - VATOS PAS as Freight - VATOS WMA as Freight - VATOS CSP as Origin - VATOS PAD as Destination - VATOS
SEE TERM 3	FCL P/P	PHILADELPHIA PORT EVERGLADES	TINCANLAGOS APAPA	200V	4446	1850 USD	CGS as Destination - VATOS BUC as Freight - VATOS DOC as Origin - VATOS	CGS as Destination - VATOS LSC as Freight - VATOS PAS as Freight - VATOS WMA as Freight - VATOS CSP as Origin - VATOS PAD as Destination - VATOS
SEE TERM 3	FCL P/P	PORT EVERGLADES PHILADELPHIA	TINCANLAGOS APAPA	400V 40+4C	3604	2001 USD	BUC as Freight - VATOS DOC as Origin - VATOS	CGS as Destination - VATOS LSC as Freight - VATOS PAS as Freight - VATOS WMA as Freight - VATOS CSP as Origin - VATOS PAD as Destination - VATOS
SEE TERM 3	FCL P/P	SAVANNAH CHARLESTON NORFOLK BALTIMORE NEW YORK BOSTON	TEMA	200V	4604	1884 USD	CGS as Destination - VATOS BUC as Freight - VATOS DOC as Origin - VATOS	CGS as Destination - VATOS LSC as Freight - VATOS PAS as Freight - VATOS CSP as Origin - VATOS PAD as Destination - VATOS
SEE TERM 3	FCL P/P	BALTIMORE CHARLESTON NORFOLK BOSTON NEW YORK	TEMA	400V 40+4C	3605	2001 USD	BUC as Freight - VATOS DOC as Origin - VATOS	CGS as Destination - VATOS LSC as Freight - VATOS PAS as Freight - VATOS WMA as Freight - VATOS CSP as Origin - VATOS PAD as Destination - VATOS
SEE TERM 3	FCL P/P	PHILADELPHIA	TEMA	200V	4604	1884 USD	CGS as Destination - VATOS BUC as Freight - VATOS DOC as Origin - VATOS	CGS as Destination - VATOS LSC as Freight - VATOS PAS as Freight - VATOS WMA as Freight - VATOS CSP as Origin - VATOS PAD as Destination - VATOS
SEE TERM 3	FCL P/P	PHILADELPHIA	TEMA	400V 40+4C	3604	2001 USD	BUC as Freight - VATOS DOC as Origin - VATOS	CGS as Destination - VATOS LSC as Freight - VATOS PAS as Freight - VATOS WMA as Freight - VATOS CSP as Origin - VATOS PAD as Destination - VATOS
SEE TERM 3	FCL P/P	PORT EVERGLADES	TEMA	200V	3604	2016 USD	CGS as Destination - VATOS BUC as Freight - VATOS DOC as Origin - VATOS	CGS as Destination - VATOS LSC as Freight - VATOS PAS as Freight - VATOS WMA as Freight - VATOS CSP as Origin - VATOS PAD as Destination - VATOS
SEE TERM 3	FCL P/P	PORT EVERGLADES	TEMA	400V 40+4C	3604	2001 USD	BUC as Freight - VATOS DOC as Origin - VATOS	CGS as Destination - VATOS LSC as Freight - VATOS PAS as Freight - VATOS WMA as Freight - VATOS CSP as Origin - VATOS PAD as Destination - VATOS
SEE TERM 3	FCL P/P	PORT EVERGLADES PHILADELPHIA	DAKAR	400V 40+4C	2444	2384 USD	BUC as Freight - VATOS DOC as Origin - VATOS	CGS as Destination - VATOS LSC as Freight - VATOS PAS as Freight - VATOS WMA as Freight - VATOS CSP as Origin - VATOS PAD as Destination - VATOS

SEE TERM 3	FCI P/P	PORT EVERGLADES	KHONG	200V	1330 USD	DOC at Origin - VATOS BUC as Freight - VATOS EBS as Freight - VATOS PAD as Freight - VATOS	FREE OUT
SEE TERM 3	FCI P/P	PORT EVERGLADES	KHONG	400V 40HC	1444	DOC at Origin - VATOS BUC as Freight - VATOS EBS as Freight - VATOS PAD as Freight - VATOS	FREE OUT
SEE TERM 3	FCI P/P	NEW ORLEANS	KHONG	200V	1440	DOC at Origin - VATOS BUC as Freight - VATOS EBS as Freight - VATOS PAD as Freight - VATOS	FREE OUT
SEE TERM 3	FCI P/P	NEW ORLEANS	KHONG	400V 40HC	1444	DOC at Origin - VATOS BUC as Freight - VATOS EBS as Freight - VATOS PAD as Freight - VATOS	FREE OUT
SEE TERM 3	FCI P/P	OAKLAND LONG BEACH	KHONG	200V	1443	DOC at Origin - VATOS BUC as Freight - VATOS EBS as Freight - VATOS PAD as Freight - VATOS	FREE OUT
SEE TERM 3	FCI P/P	OAKLAND LONG BEACH	KHONG	400V 40HC	1444	DOC at Origin - VATOS BUC as Freight - VATOS EBS as Freight - VATOS PAD as Freight - VATOS	FREE OUT
SEE TERM 3	FCI P/P	BALTIMORE CHARLESTON NEW YORK NORFOLK	CASABLANCA	200V	1318 USD	DOC at Origin - VATOS BUC as Freight - VATOS EBS as Freight - VATOS PAD as Freight - VATOS	FREE OUT
SEE TERM 3	FCI P/P	BALTIMORE CHARLESTON NEW YORK NORFOLK	CASABLANCA	400V 40HC	1448	DOC at Origin - VATOS BUC as Freight - VATOS EBS as Freight - VATOS PAD as Freight - VATOS	FREE OUT
SEE TERM 3	FCI P/P	BALTIMORE CHARLESTON NEW YORK NORFOLK	CASABLANCA	200V	1318 USD	DOC at Origin - VATOS BUC as Freight - VATOS EBS as Freight - VATOS PAD as Freight - VATOS	FREE OUT
SEE TERM 3	FCI P/P	BALTIMORE CHARLESTON NEW YORK NORFOLK	CASABLANCA	400V 40HC	1448	DOC at Origin - VATOS BUC as Freight - VATOS EBS as Freight - VATOS PAD as Freight - VATOS	FREE OUT
SEE TERM 3	FCI P/P	PORT EVERGLADES	CASABLANCA	200V	1318 USD	DOC at Origin - VATOS BUC as Freight - VATOS EBS as Freight - VATOS PAD as Freight - VATOS	FREE OUT
SEE TERM 3	FCI P/P	PORT EVERGLADES	CASABLANCA	400V 40HC	1448	DOC at Origin - VATOS BUC as Freight - VATOS EBS as Freight - VATOS PAD as Freight - VATOS	FREE OUT
SEE TERM 3	FCI P/P	HOUSTON	CASABLANCA	200V	1318 USD	DOC at Origin - VATOS BUC as Freight - VATOS EBS as Freight - VATOS PAD as Freight - VATOS	FREE OUT
SEE TERM 3	FCI P/P	HOUSTON	CASABLANCA	400V 40HC	1448	DOC at Origin - VATOS BUC as Freight - VATOS EBS as Freight - VATOS PAD as Freight - VATOS	FREE OUT
SEE TERM 3	FCI P/P	NEW ORLEANS	CASABLANCA	200V	1440	DOC at Origin - VATOS BUC as Freight - VATOS EBS as Freight - VATOS PAD as Freight - VATOS	FREE OUT
SEE TERM 3	FCI P/P	NEW ORLEANS	CASABLANCA	400V 40HC	1444	DOC at Origin - VATOS BUC as Freight - VATOS EBS as Freight - VATOS PAD as Freight - VATOS	FREE OUT
SEE TERM 3	FCI P/P	LONG BEACH OAKLAND	CASABLANCA	200V	1447 USD	DOC at Origin - VATOS BUC as Freight - VATOS EBS as Freight - VATOS PAD as Freight - VATOS	FREE OUT
SEE TERM 3	FCI P/P	LONG BEACH OAKLAND	CASABLANCA	400V 40HC	1448	DOC at Origin - VATOS BUC as Freight - VATOS EBS as Freight - VATOS PAD as Freight - VATOS	FREE OUT

2. Origin In/and character

2. Freight related charges

Commodity	Origin	Weight	Quantity of food	GW Str (g)	Estimated E Amount	Currency	Amount in local subject's currency

RAIL	CHICAGO, ILL., N. 602980	NEW YORK	400Y	700 USD	PUP at origin - VAYOS
------	--------------------------	----------	------	---------	-----------------------

404C
FES el Origin - VAT03

3 Miscellaneous charges
Remarks: Free time at Origin 10 business days for empty equipment and chassis

Next 10 days after free time the per diem is \$200/week per day

City	Charges	Free time	Per diem	Remarks
BOSTON	200V	10	10	10 days free time
CHARLESTON	400V			
HOUSTON	40HC			
LONG BEACH				
BALTIMORE				
NEW ORLEANS				
NEW YORK				
PORT OF SPAIN				
PORT OF SPAIN				
SAVANNAH				

Charges Legend

AOA	ANGOLA OPERATIONS ADDITIONAL
BUC	BUNKER CONTRIBUTION
CDD	CARGO DATA DECLARATION
CGS	CONGESTION SURCHARGE
CSF	CARRIER SECURITY FEE
CUS	CUSTOMS DUTY
DOC	DOCUMENTATION FEE
EBB	EQUIPMENT IMBALANCE SURCHARGE
FAS	FUEL ADDITIONAL SURCHARGE
FES	FUEL EQUIPMENT SURCHARGE
LCS	LOCAL CURRENCY CONTRIBUTION
PAD	PORT SURCHARGE
PUP	PICK UP CHARGE
THC	TERMINAL HANDLING CHARGE
WAR	WAR RISK PREMIUM
WHA	WHARFAGE

Rate Agreement No.: R03806080000149 Customer: EMPIRE UNITED LINES
 SVC No.: 12-535WW Code: US0008222
 Effective from: 16th December 2012 Address: 2303 Conny Ln Ave
 Effective to: 17th December 2013 BROOKLYN/NEW YORK, UNITED STATES
 Scope MYC/TEUS: 500 TEUS NEW YORK
 ZIP/Postal code 11223
 Scope: USA TO IPMR

1. Freight charges USA TO MIDDLE EAST & GULF

Remarks: Subject to ISPS at Origin VATOS always applicable
 Subject to Export Chassis Usage (ECU) at Origin VATOS

Commodity	Mode	Port of Origin	Port of Destination	Rate	Unit	Currency	Remarks
SEE TERM 3	FCL P/P	NEW YORK	NEW ORLEANS	1403	USD	USD	DOO at Origin - VATOS PRB as Freight - VATOS BUC as Freight - VATOS WAR as Freight - VATOS DOO at Destination - VATOS PRB as Freight - VATOS BUC as Freight - VATOS WAR as Freight - VATOS
SEE TERM 3	FCL P/P	NEW YORK	HOUSTON	1325	USD	USD	DOO at Origin - VATOS PRB as Freight - VATOS BUC as Freight - VATOS WAR as Freight - VATOS DOO at Destination - VATOS PRB as Freight - VATOS BUC as Freight - VATOS WAR as Freight - VATOS
SEE TERM 3	FCL P/P	NEW YORK	LOS ANGELES	1325	USD	USD	DOO at Origin - VATOS PRB as Freight - VATOS BUC as Freight - VATOS WAR as Freight - VATOS DOO at Destination - VATOS PRB as Freight - VATOS BUC as Freight - VATOS WAR as Freight - VATOS
SEE TERM 3	FCL P/P	NEW YORK	LONG BEACH	1325	USD	USD	DOO at Origin - VATOS PRB as Freight - VATOS BUC as Freight - VATOS WAR as Freight - VATOS DOO at Destination - VATOS PRB as Freight - VATOS BUC as Freight - VATOS WAR as Freight - VATOS
SEE TERM 3	FCL P/P	NEW YORK	SAVANNAH	1325	USD	USD	DOO at Origin - VATOS PRB as Freight - VATOS BUC as Freight - VATOS WAR as Freight - VATOS DOO at Destination - VATOS PRB as Freight - VATOS BUC as Freight - VATOS WAR as Freight - VATOS
SEE TERM 3	FCL P/P	NEW YORK	PORT EVERGLADES	1325	USD	USD	DOO at Origin - VATOS PRB as Freight - VATOS BUC as Freight - VATOS WAR as Freight - VATOS DOO at Destination - VATOS PRB as Freight - VATOS BUC as Freight - VATOS WAR as Freight - VATOS
SEE TERM 3	FCL P/P	NEW YORK	PHILADELPHIA	1325	USD	USD	DOO at Origin - VATOS PRB as Freight - VATOS BUC as Freight - VATOS WAR as Freight - VATOS DOO at Destination - VATOS PRB as Freight - VATOS BUC as Freight - VATOS WAR as Freight - VATOS
SEE TERM 3	FCL P/P	NEW YORK	NEW ORLEANS	1403	USD	USD	DOO at Origin - VATOS PRB as Freight - VATOS BUC as Freight - VATOS WAR as Freight - VATOS DOO at Destination - VATOS PRB as Freight - VATOS BUC as Freight - VATOS WAR as Freight - VATOS
SEE TERM 3	FCL P/P	NEW YORK	HOUSTON	1325	USD	USD	DOO at Origin - VATOS PRB as Freight - VATOS BUC as Freight - VATOS WAR as Freight - VATOS DOO at Destination - VATOS PRB as Freight - VATOS BUC as Freight - VATOS WAR as Freight - VATOS
SEE TERM 3	FCL P/P	NEW YORK	LOS ANGELES	1325	USD	USD	DOO at Origin - VATOS PRB as Freight - VATOS BUC as Freight - VATOS WAR as Freight - VATOS DOO at Destination - VATOS PRB as Freight - VATOS BUC as Freight - VATOS WAR as Freight - VATOS
SEE TERM 3	FCL P/P	NEW YORK	LONG BEACH	1325	USD	USD	DOO at Origin - VATOS PRB as Freight - VATOS BUC as Freight - VATOS WAR as Freight - VATOS DOO at Destination - VATOS PRB as Freight - VATOS BUC as Freight - VATOS WAR as Freight - VATOS
SEE TERM 3	FCL P/P	NEW YORK	SAVANNAH	1325	USD	USD	DOO at Origin - VATOS PRB as Freight - VATOS BUC as Freight - VATOS WAR as Freight - VATOS DOO at Destination - VATOS PRB as Freight - VATOS BUC as Freight - VATOS WAR as Freight - VATOS
SEE TERM 3	FCL P/P	NEW YORK	PORT EVERGLADES	1325	USD	USD	DOO at Origin - VATOS PRB as Freight - VATOS BUC as Freight - VATOS WAR as Freight - VATOS DOO at Destination - VATOS PRB as Freight - VATOS BUC as Freight - VATOS WAR as Freight - VATOS
SEE TERM 3	FCL P/P	NEW YORK	PHILADELPHIA	1325	USD	USD	DOO at Origin - VATOS PRB as Freight - VATOS BUC as Freight - VATOS WAR as Freight - VATOS DOO at Destination - VATOS PRB as Freight - VATOS BUC as Freight - VATOS WAR as Freight - VATOS

SEE TERM 3	FCL P/P	LONG BEACH OAKLAND	ABU DHABI SHARJAH	400V 40HC	1751 USD	DOC at Origin - VATOS PRB as Freight - VATOS BUC as Freight - VATOS	THC at Destination - VATOS CSF at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS THC at Destination - VATOS
SEE TERM 3	FCL P/P	NEW ORLEANS	ABU DHABI SHARJAH	200V	1405 USD	DOC at Origin - VATOS PRB as Freight - VATOS BUC as Freight - VATOS	CSF at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS THC at Destination - VATOS
SEE TERM 3	FCL P/P	NEW ORLEANS	SHARJAH ABU DHABI	400V 40HC	1755 USD	DOC at Origin - VATOS BUC as Freight - VATOS PRB as Freight - VATOS	CSF at Origin - VATOS WHA at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS THC at Destination - VATOS
SEE TERM 3	FCL P/P	OAKLAND LONG BEACH	SHARJAH ABU DHABI	200V	1405 USD	DOC at Origin - VATOS PRB as Freight - VATOS BUC as Freight - VATOS	CSF at Origin - VATOS WHA at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS THC at Destination - VATOS
SEE TERM 3	FCL P/P	LONG BEACH OAKLAND	ABU DHABI SHARJAH	400V 40HC	1751 USD	DOC at Origin - VATOS PRB as Freight - VATOS BUC as Freight - VATOS	CSF at Origin - VATOS WHA at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS THC at Destination - VATOS
SEE TERM 3	FCL P/P	SAVANNAH NEW YORK CHARLESTON NOBOLK	ABU DHABI SHARJAH	200V	1245 USD	DOC at Origin - VATOS PRB as Freight - VATOS BUC as Freight - VATOS	CSF at Origin - VATOS WHA at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS THC at Destination - VATOS
SEE TERM 3	FCL P/P	SAVANNAH CHARLESTON NOBOLK NEW YORK	SHARJAH ABU DHABI	400V 40HC	1355 USD	DOC at Origin - VATOS BUC as Freight - VATOS PRB as Freight - VATOS	CSF at Origin - VATOS WHA at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS THC at Destination - VATOS
SEE TERM 3	FCL P/P	PHILADELPHIA PORT EVERGLADES	ABU DHABI SHARJAH	200V	1245 USD	DOC at Origin - VATOS PRB as Freight - VATOS BUC as Freight - VATOS	CSF at Origin - VATOS WHA at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS THC at Destination - VATOS
SEE TERM 3	FCL P/P	PHILADELPHIA PORT EVERGLADES	ABU DHABI SHARJAH	400V 40HC	1555 USD	DOC at Origin - VATOS BUC as Freight - VATOS PRB as Freight - VATOS	CSF at Origin - VATOS WHA at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS THC at Destination - VATOS
SEE TERM 3	FCL P/P	BALTIMORE JACKSONVILLE BOSTON	SHARJAH ABU DHABI	200V	1325 USD	DOC at Origin - VATOS PRB as Freight - VATOS BUC as Freight - VATOS	CSF at Origin - VATOS WHA at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS THC at Destination - VATOS
SEE TERM 3	FCL P/P	JACKSONVILLE BOSTON BALTIMORE	SHARJAH ABU DHABI	400V 40HC	1655 USD	DOC at Origin - VATOS BUC as Freight - VATOS PRB as Freight - VATOS	CSF at Origin - VATOS WHA at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS THC at Destination - VATOS
SEE TERM 3	FCL P/P	HOUSTON	SHARJAH ABU DHABI	200V	1325 USD	DOC at Origin - VATOS PRB as Freight - VATOS BUC as Freight - VATOS	CSF at Origin - VATOS WHA at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS THC at Destination - VATOS
SEE TERM 3	FCL P/P	HOUSTON	ABU DHABI SHARJAH	400V 40HC	1655 USD	DOC at Origin - VATOS PRB as Freight - VATOS BUC as Freight - VATOS	CSF at Origin - VATOS WHA at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS THC at Destination - VATOS
SEE TERM 3	FCL P/P	OAKLAND LONG BEACH	AJMAN MUSCAT BAHRAIN	200V	1485 USD	DOC at Origin - VATOS PRB as Freight - VATOS BUC as Freight - VATOS	CSF at Origin - VATOS WHA at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS THC at Destination - VATOS
SEE TERM 3	FCL P/P	LONG BEACH OAKLAND	AJMAN BAHRAIN MUSCAT	400V 40HC	1851 USD	DOC at Origin - VATOS BUC as Freight - VATOS PRB as Freight - VATOS	CSF at Origin - VATOS WHA at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS THC at Destination - VATOS
SEE TERM 3	FCL P/P	NEW ORLEANS	BAHRAIN AJMAN MUSCAT	200V	1485 USD	DOC at Origin - VATOS PRB as Freight - VATOS BUC as Freight - VATOS	CSF at Origin - VATOS WHA at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS THC at Destination - VATOS

SEE TERM 3	FCL P/P	NEW ORLEANS	AMMAN MUSCAT BAHRAIN	400V 40HC	1835 USD	DOC at Origin - VATOS PRB as Freight - VATOS BUC as Freight - VATOS	FAS as Freight - VATOS THC at Destination - VATOS CSF at Origin - VATOS WHA at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS THC at Destination - VATOS
SEE TERM 3	FCL P/P	HOUSTON	BAHRAIN MUSCAT AMMAN	200V	1403 USD	DOC at Origin - VATOS PRB as Freight - VATOS BUC as Freight - VATOS	CSF at Origin - VATOS WHA at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS THC at Destination - VATOS
SEE TERM 3	FCL P/P	HOUSTON	AMMAN BAHRAIN MUSCAT	400V 40HC	1755 USD	DOC at Origin - VATOS PRB as Freight - VATOS BUC as Freight - VATOS	CSF at Origin - VATOS WHA at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS THC at Destination - VATOS
SEE TERM 3	FCL P/P	BALTIMORE BOSTON JACKSONVILLE	BAHRAIN MUSCAT AMMAN	200V	1405 USD	DOC at Origin - VATOS PRB as Freight - VATOS BUC as Freight - VATOS	CSF at Origin - VATOS WHA at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS THC at Destination - VATOS
SEE TERM 3	FCL P/P	JACKSONVILLE BOSTON BALTIMORE	AMMAN MUSCAT BAHRAIN	400V 40HC	1755 USD	DOC at Origin - VATOS BUC as Freight - VATOS PRB as Freight - VATOS	CSF at Origin - VATOS WHA at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS THC at Destination - VATOS
SEE TERM 3	FCL P/P	PHILADELPHIA PORT EVERGLADES	AMMAN MUSCAT BAHRAIN	200V	1325 USD	DOC at Origin - VATOS PRB as Freight - VATOS BUC as Freight - VATOS	CSF at Origin - VATOS WHA at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS THC at Destination - VATOS
SEE TERM 3	FCL P/P	PORT EVERGLADES PHILADELPHIA	MUSCAT BAHRAIN AMMAN	400V 40HC	1835 USD	DOC at Origin - VATOS BUC as Freight - VATOS PRB as Freight - VATOS	CSF at Origin - VATOS WHA at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS THC at Destination - VATOS
SEE TERM 3	FCL P/P	NEW YORK SAVANNAH NORFOLK	MUSCAT AMMAN BAHRAIN	200V	1325 USD	DOC at Origin - VATOS PRB as Freight - VATOS BUC as Freight - VATOS	CSF at Origin - VATOS WHA at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS THC at Destination - VATOS
SEE TERM 3	FCL P/P	NEW YORK CHARLESTON SAVANNAH	MUSCAT BAHRAIN AMMAN	400V 40HC	1635 USD	DOC at Origin - VATOS BUC as Freight - VATOS PRB as Freight - VATOS	CSF at Origin - VATOS WHA at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS THC at Destination - VATOS
SEE TERM 3	FCL P/P	NORFOLK LONG BEACH OAKLAND	AD DAMMAM	200V	1393 USD	DOC at Origin - VATOS PRB as Freight - VATOS BUC as Freight - VATOS	CSF at Origin - VATOS WHA at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS THC at Destination - VATOS
SEE TERM 3	FCL P/P	LONG BEACH OAKLAND	AD DAMMAM	400V 40HC	1701 USD	DOC at Origin - VATOS PRB as Freight - VATOS BUC as Freight - VATOS	CSF at Origin - VATOS WHA at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS THC at Destination - VATOS
SEE TERM 3	FCL P/P	NEW ORLEANS	AD DAMMAM	200V	1303 USD	DOC at Origin - VATOS PRB as Freight - VATOS BUC as Freight - VATOS	CSF at Origin - VATOS WHA at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS THC at Destination - VATOS
SEE TERM 3	FCL P/P	NEW ORLEANS	AD DAMMAM	400V 40HC	1725 USD	DOC at Origin - VATOS BUC as Freight - VATOS PRB as Freight - VATOS	CSF at Origin - VATOS WHA at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS THC at Destination - VATOS
SEE TERM 3	FCL P/P	HOUSTON	AD DAMMAM	200V	1235 USD	DOC at Origin - VATOS PRB as Freight - VATOS BUC as Freight - VATOS	CSF at Origin - VATOS WHA at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS THC at Destination - VATOS

SEE TERM 3	FCL P/P	HOUSTON	AD DAMMAM	40DV 40HC	1605 USD	DOC at Origin - VATOS PRB as Freight - VATOS BUC as Freight - VATOS	COS at Destination - VATOS CSF at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS OCC at Destination - VATOS WHA at Origin - VATOS COS at Destination - VATOS	LINER OUT
SEE TERM 3	FCL P/P	JACKSONVILLE BALTIMORE BOSTON	AD DAMMAM	20DV	1285 USD	DOC at Origin - VATOS PRB as Freight - VATOS BUC as Freight - VATOS	COS at Destination - VATOS CSF at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS OCC at Destination - VATOS	LINER OUT
SEE TERM 3	FCL P/P	BOSTON BALTIMORE JACKSONVILLE	AD DAMMAM	40DV 40HC	1605 USD	DOC at Origin - VATOS BUC as Freight - VATOS PRB as Freight - VATOS	COS at Destination - VATOS CSF at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS OCC at Origin - VATOS COS at Destination - VATOS	LINER OUT
SEE TERM 3	FCL P/P	PHILADELPHIA PORT EVERGLADES	AD DAMMAM	20DV	1205 USD	DOC at Origin - VATOS BUC as Freight - VATOS PRB as Freight - VATOS	COS at Destination - VATOS CSF at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS OCC at Destination - VATOS WHA at Origin - VATOS COS at Destination - VATOS	LINER OUT
SEE TERM 3	FCL P/P	PORT EVERGLADES PHILADELPHIA	AD DAMMAM	40DV 40HC	1505 USD	DOC at Origin - VATOS BUC as Freight - VATOS PRB as Freight - VATOS	COS at Destination - VATOS CSF at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS OCC at Destination - VATOS WHA at Origin - VATOS COS at Destination - VATOS	LINER OUT
SEE TERM 3	FCL P/P	NEW YORK CHARLESTON SAVANNAH NORFOLK	AD DAMMAM	20DV	1205 USD	DOC at Origin - VATOS BUC as Freight - VATOS PRB as Freight - VATOS	COS at Destination - VATOS CSF at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS OCC at Destination - VATOS WHA at Origin - VATOS COS at Destination - VATOS	LINER OUT
SEE TERM 3	FCL P/P	NEW YORK NORFOLK CHARLESTON SAVANNAH	AD DAMMAM	40DV 40HC	1505 USD	DOC at Origin - VATOS BUC as Freight - VATOS PRB as Freight - VATOS	COS at Destination - VATOS CSF at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS OCC at Destination - VATOS WHA at Origin - VATOS COS at Destination - VATOS	LINER OUT
SEE TERM 3	FCL P/P	LONG BEACH OAKLAND	JEBEL ALI	20DV	1083 USD	DOC at Origin - VATOS BUC as Freight - VATOS PRB as Freight - VATOS	COS at Destination - VATOS CSF at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS OCC at Destination - VATOS WHA at Origin - VATOS COS at Destination - VATOS	LINER OUT
SEE TERM 3	FCL P/P	LONG BEACH OAKLAND	JEBEL ALI	40DV 40HC	1331 USD	DOC at Origin - VATOS BUC as Freight - VATOS PRB as Freight - VATOS	COS at Destination - VATOS CSF at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS OCC at Destination - VATOS WHA at Origin - VATOS COS at Destination - VATOS	LINER OUT
SEE TERM 3	FCL P/P	PORT EVERGLADES PHILADELPHIA	JEBEL ALI	20DV	925 USD	DOC at Origin - VATOS BUC as Freight - VATOS PRB as Freight - VATOS	COS at Destination - VATOS CSF at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS OCC at Destination - VATOS WHA at Origin - VATOS COS at Destination - VATOS	LINER OUT
SEE TERM 3	FCL P/P	PORT EVERGLADES PHILADELPHIA	JEBEL ALI	40DV 40HC	1159 USD	DOC at Origin - VATOS BUC as Freight - VATOS PRB as Freight - VATOS	COS at Destination - VATOS CSF at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS OCC at Destination - VATOS WHA at Origin - VATOS COS at Destination - VATOS	LINER OUT
SEE TERM 3	FCL P/P	JACKSONVILLE BOSTON BALTIMORE	JEBEL ALI	20DV	1003 USD	DOC at Origin - VATOS BUC as Freight - VATOS PRB as Freight - VATOS	COS at Destination - VATOS CSF at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS OCC at Destination - VATOS WHA at Origin - VATOS COS at Destination - VATOS	LINER OUT
SEE TERM 3	FCL P/P	BALTIMORE BOSTON JACKSONVILLE	JEBEL ALI	40DV 40HC	1235 USD	DOC at Origin - VATOS BUC as Freight - VATOS PRB as Freight - VATOS	COS at Destination - VATOS CSF at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS OCC at Destination - VATOS WHA at Origin - VATOS COS at Destination - VATOS	LINER OUT
SEE TERM 3	FCL P/P	CHARLESTON SAVANNAH NORFOLK NEW YORK	JEBEL ALI	20DV	928 USD	DOC at Origin - VATOS BUC as Freight - VATOS PRB as Freight - VATOS	COS at Destination - VATOS CSF at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS OCC at Destination - VATOS WHA at Origin - VATOS COS at Destination - VATOS	LINER OUT
SEE TERM 3	FCL P/P	NEW YORK	JEBEL ALI	40DV	1155 USD	DOC at Origin - VATOS	COS at Destination - VATOS CSF at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS OCC at Destination - VATOS WHA at Origin - VATOS COS at Destination - VATOS	LINER OUT

SEE TERM 3	FCL PIP	SAVANNAH NORFOLK CHARLESTON NEW ORLEANS	JEBEL ALI	40HC	1065 USD	BUC as Freight - VATOS PRB as Freight - VATOS DOC at Origin - VATOS BUC as Freight - VATOS PRB as Freight - VATOS	LSC as Freight - VATOS FAS as Freight - VATOS THC at Destination - VATOS CSF at Origin - VATOS WHA at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS THC at Destination - VATOS CSF at Origin - VATOS WHA at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS THC at Destination - VATOS
SEE TERM 3	FCL PIP	NEW ORLEANS	JEBEL ALI	40DV 40HC	1335 USD	DOC at Origin - VATOS BUC as Freight - VATOS PRB as Freight - VATOS	CSF at Origin - VATOS WHA at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS THC at Destination - VATOS
SEE TERM 3	FCL PIP	HOUSTON	JEBEL ALI	20DV	1094 (AMN 3) 1506 USD	DOC at Origin - VATOS BUC as Freight - VATOS PRB as Freight - VATOS	CSF at Origin - VATOS WHA at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS THC at Destination - VATOS
SEE TERM 3	FCL PIP	HOUSTON	JEBEL ALI	40DV 40HC	1335 USD 1555 (AMN 3)	DOC at Origin - VATOS BUC as Freight - VATOS PRB as Freight - VATOS	CSF at Origin - VATOS WHA at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS THC at Destination - VATOS
SEE TERM 3	FCL PIP	LONG BEACH OAKLAND	UMM QASR PT	20DV	1863 USD	DOC at Origin - VATOS PRB as Freight - VATOS BUC as Freight - VATOS	CSF at Origin - VATOS WHA at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS THC at Destination - VATOS
SEE TERM 3	FCL PIP	OAKLAND LONG BEACH	UMM QASR PT	40DV 40HC	2451 USD	DOC at Origin - VATOS PRB as Freight - VATOS BUC as Freight - VATOS	CSF at Origin - VATOS WHA at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS THC at Destination - VATOS
SEE TERM 3	FCL PIP	NEW ORLEANS	UMM QASR PT	20DV	1985 USD	DOC at Origin - VATOS PRB as Freight - VATOS BUC as Freight - VATOS	CSF at Origin - VATOS WHA at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS THC at Destination - VATOS
SEE TERM 3	FCL PIP	NEW ORLEANS	UMM QASR PT	40DV 40HC	2655 USD	DOC at Origin - VATOS BUC as Freight - VATOS PRB as Freight - VATOS	CSF at Origin - VATOS WHA at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS THC at Destination - VATOS
SEE TERM 3	FCL PIP	HOUSTON	UMM QASR PT	20DV	1863 USD	DOC at Origin - VATOS PRB as Freight - VATOS BUC as Freight - VATOS	CSF at Origin - VATOS WHA at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS THC at Destination - VATOS
SEE TERM 3	FCL PIP	HOUSTON	UMM QASR PT	40DV 40HC	2355 USD	DOC at Origin - VATOS PRB as Freight - VATOS BUC as Freight - VATOS	CSF at Origin - VATOS WHA at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS THC at Destination - VATOS
SEE TERM 3	FCL PIP	PHILADELPHIA PORT EVERGLADES	UMM QASR PT	20DV	1895 USD	DOC at Origin - VATOS PRB as Freight - VATOS BUC as Freight - VATOS	CSF at Origin - VATOS WHA at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS THC at Destination - VATOS
SEE TERM 3	FCL PIP	PORT EVERGLADES PHILADELPHIA	UMM QASR PT	40DV 40HC	2235 USD	DOC at Origin - VATOS BUC as Freight - VATOS PRB as Freight - VATOS	CSF at Origin - VATOS WHA at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS THC at Destination - VATOS
SEE TERM 3	FCL PIP	JACKSONVILLE BOSTON BALTIMORE	UMM QASR PT	20DV	1865 USD	DOC at Origin - VATOS PRB as Freight - VATOS BUC as Freight - VATOS	CSF at Origin - VATOS WHA at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS THC at Destination - VATOS
SEE TERM 3	FCL PIP	BOSTON JACKSONVILLE BALTIMORE	UMM QASR PT	40DV 40HC	2355 USD	DOC at Origin - VATOS BUC as Freight - VATOS PRB as Freight - VATOS	CSF at Origin - VATOS WHA at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS THC at Destination - VATOS
SEE TERM 3	FCL PIP	NEW YORK	UMM QASR PT	20DV	1865 USD	DOC at Origin - VATOS	CSF at Origin - VATOS

SAVANNAH	PRB as Freight - VATOS						LSC as Freight - VATOS
NORFOLK	BUC as Freight - VATOS						THC as Freight - VATOS
CHARLESTON							CSF at Origin - VATOS
SAVANNAH	DOC at Origin - VATOS	2255 USD	40DV	USM GABR PT			LSC as Freight - VATOS
NEW YORK	BUC as Freight - VATOS		40HC				FAS as Freight - VATOS
NORFOLK	PRB as Freight - VATOS						THC at Destination - VATOS
PORT EVERGLADES	DOC at Origin - VATOS	1405 USD	20DV	DOHA			CSF at Origin - VATOS
PHILADELPHIA	PRB as Freight - VATOS						WHA at Origin - VATOS
	BUC as Freight - VATOS						LSC as Freight - VATOS
							FAS as Freight - VATOS
							THC at Destination - VATOS
PHILADELPHIA	DOC at Origin - VATOS	1753 USD	40DV	DOHA			CSF at Origin - VATOS
PORT EVERGLADES	BUC as Freight - VATOS		40HC				WHA at Origin - VATOS
	PRB as Freight - VATOS						LSC as Freight - VATOS
							FAS as Freight - VATOS
							THC at Destination - VATOS
NEW ORLEANS	DOC at Origin - VATOS	1565 USD	20DV	DOHA			CSF at Origin - VATOS
	PRB as Freight - VATOS						WHA at Origin - VATOS
	BUC as Freight - VATOS						LSC as Freight - VATOS
							FAS as Freight - VATOS
							THC at Destination - VATOS
NEW ORLEANS	DOC at Origin - VATOS	1955 USD	40DV	DOHA			CSF at Origin - VATOS
	PRB as Freight - VATOS		40HC				WHA at Origin - VATOS
	BUC as Freight - VATOS						LSC as Freight - VATOS
							FAS as Freight - VATOS
							THC at Destination - VATOS
NORFOLK	DOC at Origin - VATOS	1405 USD	20DV	DOHA			CSF at Origin - VATOS
SAVANNAH	PRB as Freight - VATOS						WHA at Origin - VATOS
NEW YORK	BUC as Freight - VATOS						LSC as Freight - VATOS
CHARLESTON							FAS as Freight - VATOS
NEW YORK	DOC at Origin - VATOS	1755 USD	40DV	DOHA			CSF at Origin - VATOS
CHARLESTON	BUC as Freight - VATOS		40HC				WHA at Origin - VATOS
NORFOLK	PRB as Freight - VATOS						LSC as Freight - VATOS
SAVANNAH	DOC at Origin - VATOS	1563 USD	20DV	DOHA			CSF at Origin - VATOS
OAKLAND	PRB as Freight - VATOS						WHA at Origin - VATOS
LONG BEACH	BUC as Freight - VATOS						LSC as Freight - VATOS
							FAS as Freight - VATOS
							THC at Destination - VATOS
OAKLAND	DOC at Origin - VATOS	1061 USD	40DV	DOHA			CSF at Origin - VATOS
LONG BEACH	PRB as Freight - VATOS		40HC				WHA at Origin - VATOS
	BUC as Freight - VATOS						LSC as Freight - VATOS
							FAS as Freight - VATOS
							THC at Destination - VATOS
HOUSTON	DOC at Origin - VATOS	1485 USD	20DV	DOHA			CSF at Origin - VATOS
	PRB as Freight - VATOS						WHA at Origin - VATOS
	BUC as Freight - VATOS						LSC as Freight - VATOS
							FAS as Freight - VATOS
							THC at Destination - VATOS
HOUSTON	DOC at Origin - VATOS	1855 USD	40DV	DOHA			CSF at Origin - VATOS
	PRB as Freight - VATOS		40HC				WHA at Origin - VATOS
	BUC as Freight - VATOS						LSC as Freight - VATOS
							FAS as Freight - VATOS
							THC at Destination - VATOS
JACKSONVILLE	DOC at Origin - VATOS	1485 USD	20DV	DOHA			CSF at Origin - VATOS
BOSTON	PRB as Freight - VATOS						WHA at Origin - VATOS
BALTIMORE	BUC as Freight - VATOS						LSC as Freight - VATOS
							FAS as Freight - VATOS
							THC at Destination - VATOS
BALTIMORE	DOC at Origin - VATOS	1955 USD	40DV	DOHA			CSF at Origin - VATOS
BOSTON	BUC as Freight - VATOS		40HC				WHA at Origin - VATOS
JACKSONVILLE	PRB as Freight - VATOS						LSC as Freight - VATOS
							FAS as Freight - VATOS
							THC at Destination - VATOS

1. Freight charges

USA TO RED SEA

Remarks Subject to ISPS at Origin VATOS always applicable

Subject to Export Chassis Usage (ECU) at Origin VATOS

Commodity

Point of Origin

Point of Destination

Point of Loading

Point of Unloading

Point of Discharge

Point of Receipt

Point of Delivery

Point of Unloading

Point of Receipt

Point of Delivery

Point of Unloading

Point of Receipt

Point of Delivery

Point of Unloading

Point of Receipt

Point of Delivery

Point of Unloading

Point of Receipt

Point of Delivery

(AMN 3) (AMN 3)

(AMN 3) (AMN 3)

(AMN 3) (AMN 3)

(AMN 3) (AMN 3)

(AMN 3) (AMN 3)

(AMN 3) (AMN 3)

(AMN 3) (AMN 3)

(AMN 3) (AMN 3)

(AMN 3) (AMN 3)

(AMN 3) (AMN 3)

(AMN 3) (AMN 3)

(AMN 3) (AMN 3)

(AMN 3) (AMN 3)

(AMN 3) (AMN 3)

(AMN 3) (AMN 3)

(AMN 3) (AMN 3)

(AMN 3) (AMN 3)

(AMN 3) (AMN 3)

(AMN 3) (AMN 3)

(AMN 3) (AMN 3)

(AMN 3) (AMN 3)

LINER OUT

LINER OUT

LINER OUT

LINER OUT

LINER OUT

LINER OUT

LINER OUT

LINER OUT

LINER OUT

LINER OUT

LINER OUT

LINER OUT

LINER OUT

LINER OUT

LINER OUT

LINER OUT

LINER OUT

LINER OUT

LINER OUT

LINER OUT

LINER OUT

SEE TERM 3	FCL P/P	LONG BEACH OAKLAND	AL 'AQABAH	400V 40HC	1776 USD	4444	BUC as Freight - VATOS DOC at Origin - VATOS	FAS as Freight - VATOS CSF at Origin - VATOS	UNER OUT
SEE TERM 3	FCL P/P	NEW ORLEANS	AL 'AQABAH	200V	1424 USD	4344	BUC as Freight - VATOS DOC at Origin - VATOS	FAS as Freight - VATOS CSF at Origin - VATOS WHA at Origin - VATOS	UNER OUT
SEE TERM 3	FCL P/P	NEW ORLEANS	AL 'AQABAH	400V 40HC	1180 USD	4444	BUC as Freight - VATOS DOC at Origin - VATOS	LSC as Freight - VATOS CSF at Origin - VATOS WHA at Origin - VATOS	UNER OUT
SEE TERM 3	FCL P/P	HOUSTON	AL 'AQABAH	200V	1344 USD	4344	BUC as Freight - VATOS DOC at Origin - VATOS	FAS as Freight - VATOS CSF at Origin - VATOS	UNER OUT
SEE TERM 3	FCL P/P	HOUSTON	AL 'AQABAH	400V 40HC	1680 USD	4544	BUC as Freight - VATOS DOC at Origin - VATOS	LSC as Freight - VATOS CSF at Origin - VATOS WHA at Origin - VATOS	UNER OUT
SEE TERM 3	FCL P/P	BOSTON JACKSONVILLE BALTIMORE	AL 'AQABAH	200V	1344 USD	4344	BUC as Freight - VATOS DOC at Origin - VATOS	FAS as Freight - VATOS CSF at Origin - VATOS	UNER OUT
SEE TERM 3	FCL P/P	JACKSONVILLE BOSTON	AL 'AQABAH	400V 40HC	1680 USD	4444	BUC as Freight - VATOS DOC at Origin - VATOS	LSC as Freight - VATOS CSF at Origin - VATOS	UNER OUT
SEE TERM 3	FCL P/P	BALTIMORE PORT EVERGLADES PHILADELPHIA	AL 'AQABAH	200V	1264 USD	4444	BUC as Freight - VATOS DOC at Origin - VATOS	FAS as Freight - VATOS CSF at Origin - VATOS WHA at Origin - VATOS	UNER OUT
SEE TERM 3	FCL P/P	PORT EVERGLADES PHILADELPHIA	AL 'AQABAH	400V 40HC	1680 USD	4444	BUC as Freight - VATOS DOC at Origin - VATOS	LSC as Freight - VATOS CSF at Origin - VATOS	UNER OUT
SEE TERM 3	FCL P/P	NORFOLK CHARLESTON SAVANNAH NEW YORK	AL 'AQABAH	200V	1264 USD	4444	BUC as Freight - VATOS DOC at Origin - VATOS	FAS as Freight - VATOS CSF at Origin - VATOS	UNER OUT
SEE TERM 3	FCL P/P	SAVANNAH NORFOLK JACKSONVILLE BALTIMORE	AL 'AQABAH	400V 40HC	1560 USD	4444	BUC as Freight - VATOS DOC at Origin - VATOS	LSC as Freight - VATOS CSF at Origin - VATOS	UNER OUT
SEE TERM 3	FCL P/P	BOSTON PHILADELPHIA PORT EVERGLADES	HOEDEDAH	200V	1264 USD	4444	BUC as Freight - VATOS DOC at Origin - VATOS	FAS as Freight - VATOS CSF at Origin - VATOS	UNER OUT
SEE TERM 3	FCL P/P	BALTIMORE JACKSONVILLE BALTIMORE	HOEDEDAH	400V 40HC	1680 USD	4444	BUC as Freight - VATOS DOC at Origin - VATOS	LSC as Freight - VATOS CSF at Origin - VATOS	UNER OUT
SEE TERM 3	FCL P/P	PHILADELPHIA PORT EVERGLADES	HOEDEDAH	200V	1184 USD	4344	BUC as Freight - VATOS DOC at Origin - VATOS	FAS as Freight - VATOS CSF at Origin - VATOS	UNER OUT
SEE TERM 3	FCL P/P	PORT EVERGLADES PHILADELPHIA	HOEDEDAH	400V 40HC	1480 USD	4344	BUC as Freight - VATOS DOC at Origin - VATOS	LSC as Freight - VATOS CSF at Origin - VATOS	UNER OUT
SEE TERM 3	FCL P/P	SAVANNAH NORFOLK CHARLESTON NEW YORK	HOEDEDAH	200V	1184 USD	4344	BUC as Freight - VATOS DOC at Origin - VATOS	FAS as Freight - VATOS CSF at Origin - VATOS	UNER OUT
SEE TERM 3	FCL P/P	NORFOLK CHARLESTON SAVANNAH NEW ORLEANS	HOEDEDAH	400V 40HC	1480 USD	4344	BUC as Freight - VATOS DOC at Origin - VATOS	LSC as Freight - VATOS CSF at Origin - VATOS	UNER OUT
SEE TERM 3	FCL P/P	NEW ORLEANS	HOEDEDAH	200V	1344 USD	4344	BUC as Freight - VATOS DOC at Origin - VATOS	FAS as Freight - VATOS CSF at Origin - VATOS	UNER OUT
SEE TERM 3	FCL P/P	NEW ORLEANS	HOEDEDAH	400V 40HC	1680 USD	4444	BUC as Freight - VATOS DOC at Origin - VATOS	LSC as Freight - VATOS CSF at Origin - VATOS	UNER OUT

SEE TERM 3	FCL P/P	LONG BEACH OAKLAND	HODEIDAH	20DV	1341 USD	4243	BUC as Freight - VATOS PRB as Freight - VATOS DOC at Origin - VATOS	LSC as Freight - VATOS FAS as Freight - VATOS CSF at Origin - VATOS	LINER OUT
SEE TERM 3	FCL P/P	LONG BEACH OAKLAND	HODEIDAH	40DV 40HC	1578 USD	4443	BUC as Freight - VATOS PRB as Freight - VATOS DOC at Origin - VATOS	LSC as Freight - VATOS FAS as Freight - VATOS CSF at Origin - VATOS	LINER OUT
SEE TERM 3	FCL P/P	HOUSTON	HODEIDAH	20DV	1264 USD	4143	BUC as Freight - VATOS PRB as Freight - VATOS DOC at Origin - VATOS	LSC as Freight - VATOS FAS as Freight - VATOS CSF at Origin - VATOS	LINER OUT
SEE TERM 3	FCL P/P	HOUSTON	HODEIDAH	40DV 40HC	1440 USD	4243	BUC as Freight - VATOS PRB as Freight - VATOS DOC at Origin - VATOS	LSC as Freight - VATOS FAS as Freight - VATOS CSF at Origin - VATOS	LINER OUT
SEE TERM 3	FCL P/P	OAKLAND LONG BEACH	JEDDAH	20DV	1203 USD	4203	BUC as Freight - VATOS PRB as Freight - VATOS DOC at Origin - VATOS	LSC as Freight - VATOS FAS as Freight - VATOS CSF at Origin - VATOS	LINER OUT
SEE TERM 3	FCL P/P	LONG BEACH OAKLAND	JEDDAH	40DV 40HC	1501 USD	4301	BUC as Freight - VATOS PRB as Freight - VATOS DOC at Origin - VATOS	LSC as Freight - VATOS FAS as Freight - VATOS CSF at Origin - VATOS	LINER OUT
SEE TERM 3	FCL P/P	NEW ORLEANS	JEDDAH	20DV	1205 USD	4205	BUC as Freight - VATOS PRB as Freight - VATOS DOC at Origin - VATOS	LSC as Freight - VATOS FAS as Freight - VATOS CSF at Origin - VATOS	LINER OUT
SEE TERM 3	FCL P/P	NEW ORLEANS	JEDDAH	40DV 40HC	1503 USD	4303	BUC as Freight - VATOS PRB as Freight - VATOS DOC at Origin - VATOS	LSC as Freight - VATOS FAS as Freight - VATOS CSF at Origin - VATOS	LINER OUT
SEE TERM 3	FCL P/P	JACKSONVILLE BALTIMORE BOSTON	JEDDAH	20DV	1125 USD	4125	BUC as Freight - VATOS PRB as Freight - VATOS DOC at Origin - VATOS	LSC as Freight - VATOS FAS as Freight - VATOS CSF at Origin - VATOS	LINER OUT
SEE TERM 3	FCL P/P	JACKSONVILLE BALTIMORE BOSTON	JEDDAH	40DV 40HC	1403 USD	4203	BUC as Freight - VATOS PRB as Freight - VATOS DOC at Origin - VATOS	LSC as Freight - VATOS FAS as Freight - VATOS CSF at Origin - VATOS	LINER OUT
SEE TERM 3	FCL P/P	PORT EVERGLADES PHILADELPHIA	JEDDAH	20DV	1045 USD	4045	BUC as Freight - VATOS PRB as Freight - VATOS DOC at Origin - VATOS	LSC as Freight - VATOS FAS as Freight - VATOS CSF at Origin - VATOS	LINER OUT
SEE TERM 3	FCL P/P	PHILADELPHIA PORT EVERGLADES	JEDDAH	40DV 40HC	1303 USD	4103	BUC as Freight - VATOS PRB as Freight - VATOS DOC at Origin - VATOS	LSC as Freight - VATOS FAS as Freight - VATOS CSF at Origin - VATOS	LINER OUT
SEE TERM 3	FCL P/P	CHARLESTON NEW YORK SAVANNAH NORFOLK	JEDDAH	20DV	1041 USD	4041	BUC as Freight - VATOS PRB as Freight - VATOS DOC at Origin - VATOS	LSC as Freight - VATOS FAS as Freight - VATOS CSF at Origin - VATOS	LINER OUT
SEE TERM 3	FCL P/P	NEW YORK NORFOLK SAVANNAH CHARLESTON	JEDDAH	40DV 40HC	1305 USD	4105	BUC as Freight - VATOS PRB as Freight - VATOS DOC at Origin - VATOS	LSC as Freight - VATOS FAS as Freight - VATOS CSF at Origin - VATOS	LINER OUT
SEE TERM 3	FCL P/P	HOUSTON	JEDDAH	20DV	1125 USD	4125	BUC as Freight - VATOS PRB as Freight - VATOS DOC at Origin - VATOS	LSC as Freight - VATOS FAS as Freight - VATOS CSF at Origin - VATOS	LINER OUT
SEE TERM 3	FCL P/P	HOUSTON	JEDDAH	40DV 40HC	1403 USD	4203	BUC as Freight - VATOS PRB as Freight - VATOS DOC at Origin - VATOS	LSC as Freight - VATOS FAS as Freight - VATOS CSF at Origin - VATOS	LINER OUT

1. Freight charges USA TO JPAK

Remarks Subject to ISPS at Origin VATOS always applicable
 Subject to Export Customs Unions (ECU) at Origin VATOS
 SEE TERM 3 FCL PIP PORT EVERGLADES PHILADELPHIA

Period of Discharge	Port of Origin	Port of Destination	Rate	Unit	Remarks
SEE TERM 3	FCL PIP	KARACHI MUHAMMAD BIN QAS 40HC	1203 USD		WHA at Origin - VATOS THC at Destination - VATOS LSC as Freight - VATOS FAS as Freight - VATOS
SEE TERM 3	FCL PIP	KARACHI MUHAMMAD BIN QAS 20DV	1123 USD		WHA at Origin - VATOS THC at Destination - VATOS LSC as Freight - VATOS FAS as Freight - VATOS
SEE TERM 3	FCL PIP	KARACHI MUHAMMAD BIN QAS 40HC	1401 USD		WHA at Origin - VATOS THC at Destination - VATOS LSC as Freight - VATOS FAS as Freight - VATOS
SEE TERM 3	FCL PIP	KARACHI MUHAMMAD BIN QAS 20DV	1123 USD		WHA at Origin - VATOS THC at Destination - VATOS LSC as Freight - VATOS FAS as Freight - VATOS
SEE TERM 3	FCL PIP	KARACHI MUHAMMAD BIN QAS 40HC	1403 USD		WHA at Origin - VATOS THC at Destination - VATOS LSC as Freight - VATOS FAS as Freight - VATOS
SEE TERM 3	FCL PIP	KARACHI MUHAMMAD BIN QAS 20DV	1043 USD		WHA at Origin - VATOS THC at Destination - VATOS LSC as Freight - VATOS FAS as Freight - VATOS
SEE TERM 3	FCL PIP	KARACHI MUHAMMAD BIN QAS 40HC	1303 USD		WHA at Origin - VATOS THC at Destination - VATOS LSC as Freight - VATOS FAS as Freight - VATOS
SEE TERM 3	FCL PIP	KARACHI MUHAMMAD BIN QAS 20DV	903 USD		WHA at Origin - VATOS THC at Destination - VATOS LSC as Freight - VATOS FAS as Freight - VATOS
SEE TERM 3	FCL PIP	KARACHI MUHAMMAD BIN QAS 40HC	1203 USD		WHA at Origin - VATOS THC at Destination - VATOS LSC as Freight - VATOS FAS as Freight - VATOS
SEE TERM 3	FCL PIP	KARACHI MUHAMMAD BIN QAS 20DV	1043 USD		WHA at Origin - VATOS THC at Destination - VATOS LSC as Freight - VATOS FAS as Freight - VATOS
SEE TERM 3	FCL PIP	KARACHI MUHAMMAD BIN QAS 40HC	1303 USD		WHA at Origin - VATOS THC at Destination - VATOS LSC as Freight - VATOS FAS as Freight - VATOS
SEE TERM 3	FCL PIP	KARACHI MUHAMMAD BIN QAS 20DV	903 USD		WHA at Origin - VATOS THC at Destination - VATOS LSC as Freight - VATOS FAS as Freight - VATOS
SEE TERM 3	FCL PIP	KARACHI MUHAMMAD BIN QAS 40HC	1203 USD		WHA at Origin - VATOS THC at Destination - VATOS LSC as Freight - VATOS FAS as Freight - VATOS
SEE TERM 3	FCL PIP	KARACHI MUHAMMAD BIN QAS 20DV	1043 USD		WHA at Origin - VATOS THC at Destination - VATOS LSC as Freight - VATOS FAS as Freight - VATOS
SEE TERM 3	FCL PIP	KARACHI MUHAMMAD BIN QAS 40HC	1303 USD		WHA at Origin - VATOS THC at Destination - VATOS LSC as Freight - VATOS FAS as Freight - VATOS

2. Origin inland charges

Remarks
 RAIL CHICAGO, IL 60620 40DV 700 USD
 NORFOLK NEW YORK PUP at Origin - VATOS

3. Miscellaneous charges

Remarks Free time at Origin 10 business days for empty equipment and chassis Next 10 days after free time the per diem is \$20/container per day. Thereafter per diem tariff is apply

Port	City State	Charge Type	Free days	Free days at port	Free days with cargo Yacht to	Remarks
BOSTON		200V				For Port Dem Only
HOUSTON		400V				
LONG BEACH		40HC				
NEW ORLEANS						
NEW YORK						
CHARLESTON						
JACKSONVILLE						
BALTIMORE						
OAKLAND						
NORFOLK						
PORT EVERGLADES						
PHILADELPHIA						
SAVANNAH						

Charges legend

BUC	BUNKER CONTRIBUTION
CGB	CONGESTION BURCHARGE
CSF	CARRIER SECURITY FEE
DOC	DOCUMENTATION FEE
FAS	FUEL ADDITIONAL BURCHARGE
FES	FUEL ESCALATION BURCHARGE
LSC	LOW SULPHUR FUEL CONTRIBUTION
OCC	OPERATIONS COST CONTRIBUTION
PRS	PIRACY RISK BURCHARGE
PUP	PICK UP CHARGE
THC	TERMINAL HANDLING CHARGE
WAR	WAR RISK PREMIUM
WHA	WHARFAGE

[illegible]

CARS	FCL PIP	CHARLESTON JACKSONVILLE BALTIMORE NEW YORK NORFOLK SAVANNAH	IQUIQUE SAN ANTONIO BUENAVENTURA	200V	4476	12776 USD	WHA at Origin - VATOS BUC as Freight - VATOS PCS as Freight - VATOS	LSC as Freight - VATOS CSF at Origin - VATOS LSC as Freight - VATOS THC at Destination - VATOS
CARS	FCL PIP	CHARLESTON JACKSONVILLE BALTIMORE NEW YORK NORFOLK SAVANNAH	IQUIQUE SAN ANTONIO BUENAVENTURA	400V 40HC	4476	16776 USD	BUC as Freight - VATOS PCS as Freight - VATOS	CSF at Origin - VATOS LSC as Freight - VATOS THC at Destination - VATOS
CARS	FCL PIP	HOUSTON NEW ORLEANS	IQUIQUE SAN ANTONIO BUENAVENTURA	200V	4476	12776 USD	BUC as Freight - VATOS PCS as Freight - VATOS	CSF at Origin - VATOS WHA at Origin - VATOS LSC as Freight - VATOS THC at Destination - VATOS
CARS	FCL PIP	HOUSTON NEW ORLEANS	IQUIQUE SAN ANTONIO BUENAVENTURA	400V 40HC	4476	16776 USD	BUC as Freight - VATOS PCS as Freight - VATOS	CSF at Origin - VATOS WHA at Origin - VATOS LSC as Freight - VATOS THC at Destination - VATOS
CARS	FCL PIP	PORT EVERGLADES PHILADELPHIA	IQUIQUE SAN ANTONIO BUENAVENTURA	200V	4476	12776 USD	BUC as Freight - VATOS PCS as Freight - VATOS	CSF at Origin - VATOS LSC as Freight - VATOS THC at Destination - VATOS
CARS	FCL PIP	PORT EVERGLADES PHILADELPHIA	IQUIQUE SAN ANTONIO BUENAVENTURA	400V 40HC	4476	16776 USD	BUC as Freight - VATOS PCS as Freight - VATOS WHA at Origin - VATOS	CSF at Origin - VATOS LSC as Freight - VATOS THC at Destination - VATOS
CARS	FCL PIP	LOS ANGELES LONG BEACH OAKLAND	IQUIQUE SAN ANTONIO BUENAVENTURA	200V	4476	12776 USD	BUC as Freight - VATOS	CSF at Origin - VATOS LSC as Freight - VATOS THC at Destination - VATOS
CARS	FCL PIP	LOS ANGELES LONG BEACH OAKLAND	IQUIQUE SAN ANTONIO BUENAVENTURA	400V 40HC	4476	16776 USD	BUC as Freight - VATOS	CSF at Origin - VATOS LSC as Freight - VATOS THC at Destination - VATOS
CARS	FCL PIP	PORT EVERGLADES	GUAYAQUIL	400V 40HC	4476	16776 USD	BUC as Freight - VATOS PCS as Freight - VATOS WHA at Origin - VATOS	CSF at Origin - VATOS LSC as Freight - VATOS THC at Destination - VATOS

Charges legend:

BUC	BUNKER CONTRIBUTION
CSF	CARRIER SECURITY FEE
FES	FUEL ESCALATION SURCHARGE
LSC	LOW SULPHUR FUEL CONTRIBUTION
PCS	PANAMA CANAL SURCHARGE
PUP	PICK UP CHARGE
THC	TERMINAL HANDLING CHARGE
WHA	WHARFAGE

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----X
GLOBAL AUTO INC., G AUTO SALES,
INC., and EFFECT AUTO SALES, INC.,

Case No. 13 Civ. 2479 (SLT)

Plaintiffs,

-against-

DECLARATION

MICHAEL HITRINOV a/k/a MICHAEL
KHITRINOV, EMPIRE UNITED LINES,
CO., INC., MEDITERRANEAN SHIPPING
COMPANY (USA), INC., and JOHN
DOES 1 THROUGH 5,

Defendants.

-----X

I, Nanik Kirpalani, hereby declare as follows:

1. I am the Cargo Claims Manager for defendant
MEDITERRANEAN SHIPPING COMPANY (USA), INC, ("MSC USA"), the United
States agent for Mediterranean Shipping Company S.A. ("MSC").
Based upon my personal knowledge and my review of the records
maintained by my office, I am thus familiar with the facts and
circumstances of this action.

2. Herewith attached are true copies of the following:

Exhibit A: Service Contract No. 12-535WW between MSC,
as Carrier, and defendant EMPIRE UNITED
LINES CO., INC. ("EMPIRE"), as Shipper,
referenced in plaintiffs' complaint;

Exhibit B: Face Pages of the MSC Bills Lading for the
cargo referenced in plaintiff's complaint,
each with its corresponding "Container
Tracker," showing that the vehicles have
been "Gated Out Full," i.e. delivered and
no longer in MSC's custody or control; and

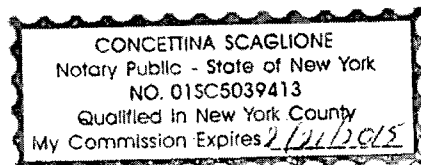
Exhibit C: The Terms and Conditions of the MSC Bills of Lading.

3. MSC's only involvement in this matter was with respect to performing the ocean carriage of cargo shipped by EMPIRE in full accordance with the attached contracts of carriage. Indeed, to the best of Your Declarant's information and belief, neither MSC nor MSC USA ever had any direct dealings at all with the plaintiffs and have no knowledge concerning whatever commercial relationship may have existed as between plaintiffs and EMPIRE and/or EMPIRE's principals, let alone any purported "schemes to defraud" plaintiffs or other unseemly conduct, as alleged in the complaint.

4. In any event, MSC is not in possession of any of the subject goods or "title documents" to them. Nor is it within MSC's power or authority to direct any third-parties who may now be in possession of the vehicles to release them.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on May 14 2013
at New York, New York



Concettina Scaglione

By: _____

[Signature]
Nanik Kirpalani

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----X
GLOBAL AUTO, INC., G AUTO SALES,
INC., and EFFECT AUTO SALES, INC.,

Plaintiffs,

No. 13-CV-2479 (SLT)(RER)

-against t-

MICHAEL HITRINOV, a/k/a MICHAEL
KHITRINOV, EMPIRE UNITED LINES, CO.
INC., MEDITERRANEAN SHIPPING
COMPANY (USA), INC., and JOHN DOES 1
THROUGH 5,

Defendants.

-----X

**DECLARATION OF MICHAEL HITRINOV
IN RESPONSE TO ORDER TO SHOW CAUSE AND IN
OPPOSITION TO REQUEST FOR PRELIMINARY INJUNCTION**

I, Michael Hitrinov, submit this Declaration and the accompanying exhibits in response to the Order to Show Cause signed by this Court on May 8, 2013 and in opposition to the plaintiffs' request for a preliminary injunction concerning certain used vehicles that are the subject of this dispute.

1. I am President of Empire United Lines Co., Inc. ("EUL"), principally a transportation services company that is involved in freight forwarding, warehousing and the shipping of containers and other cargoes on non-owned vessels to various destinations around the world.

2. EUL, a New York corporation formed in 1993, has a principal place of business in Brooklyn, New York. Since 1999, EUL has met all requirements to be licensed as a non-vessel-operating common carrier by the Federal Maritime Commission.

I. Background and Parties' Agreement

3. In early September 2010, I was contacted by Sergey Kapustin whom I had known from

previous business dealings as the owner and individual in control, together with his wife Irina Kapustina, of Global Auto Sales, Effect Auto Sales and G Auto Sales, the plaintiffs in this action. The purpose of Mr. Kapustin's call was to inquire whether EUL wanted to invest in the ownership of some cars that Mr. Kapustin wanted to acquire in the U.S. for re-sale overseas. Mr. Kapustin explained that he needed investors so he could finance the acquisition of a car inventory to offer for sale to customers in Russia and other CIS countries. In short, EUL would put up investment capital which Mr. Kapustin would then use to buy vehicles in the U.S. for re-sale to overseas customers. In return, Mr. Kapustin proposed that EUL share in profits on the re-sales of these vehicles.

4. In 2010, Kapustin and I initially discussed a profit-sharing arrangement in which EUL would share in profits from the overseas sale of the vehicles acquired by Global with EUL's funds. However, Mr. Kapustin himself proposed as an alternative that EUL instead be paid a fixed return on its investment of 1.5% per month as its share of the anticipated profits from the re-sale of the vehicles acquired through EUL's investment ("the Investment Vehicles").

5. I was still concerned, however, that EUL needed a way to secure its investment in the Investment Vehicles in the event Kapustin/plaintiffs failed or refused to repay EUL. To address these concerns, Mr. Kapustin and I agreed that EUL would be entitled to a right of possession in any Investment Vehicle (i.e. any vehicle acquired by Kapustin/plaintiffs through the EUL investment) until such time as it was released to a third-party buyer with the consent of EUL. In theory, Kapustin/plaintiffs would sell a vehicle, repay EUL its equity interest in the vehicle and then direct EUL to release the vehicle to final buyer. Since the Investment Vehicles were shipped out of EUL's designated facility in Elizabeth, NJ and into the Carcont OY storage facility in Kotka, Finland, I felt reasonably comfortable that EUL could retain possession and

control of the Investment Vehicles in the event Kapustin/plaintiffs breached the agreement or failed or refused to repay EUL.

6. It was further agreed that EUL would be given the documents of title for each vehicle. This assured that no Investment Vehicle could be released without EUL's consent (which would have entailed repayment of EUL's 60% equity stake in the particular vehicle or replenishment, with EUL's consent of the total inventory value). I note that Mr. Kapustin's declaration at paragraph 5 confirms that the title documents for the Investment Vehicles were delivered by plaintiffs to EUL with each vehicle.

II. Transportation and Storage

7. In addition to the financing agreement with EUL, Mr. Kapustin and plaintiffs requested that EUL arrange for the ocean transport to Finland of the Investment Vehicles, and other vehicles not covered by the parties' agreement.

8. Although EUL is a licensed transportation intermediary, it did not issue separate shipping documents (e.g. bills of lading) for shipment of the Investment Vehicles covered by the parties' agreement. Instead, EUL agreed to charge a flat rate of \$750 for all vehicles, including the Investment Vehicles, whenever transportation was arranged by EUL. There is no dispute that this is in fact how the parties operated going forward and performed under their agreement.

9. To my knowledge, Mr. Kapustin has never objected or protested this arrangement and, in fact, I believe he viewed it as advantageous to his companies. Overall, between 2010 and 2012, EUL shipped over 680 vehicles on behalf of Kapustin/plaintiffs without any complaint.

10. In regard to freight, I would like to point out that the documents produced by the plaintiffs in their complaint as "tariffs" are not EUL documents even though they purport to be on EUL letterhead. Please see paragraph 36 of the complaint. It is not clear who created these

“tariffs,” for what purpose they were created or why plaintiffs have suggested to this Court that these “tariffs” are EUL’s documents. I can confirm without any hesitation that they are not EUL documents. Attached to this declaration as Exhibit “1” are EUL’s actual freight invoices to the plaintiffs which at Kapustin’s/plaintiffs’ request, were sent to only one email address: account@globalautousa.com. It is my understanding that this email address is used by Kapustin and all the plaintiffs for accounting and operational purposes.

11. It was also contemplated by the parties that, from time-to-time, the Investment Vehicles released for shipment would have to be stored in an EUL-designated warehouse in Elizabeth, NJ prior to shipping. For Investment Vehicles cleared for transport to Finland, EUL generally did not impose a storage charge. However, where Kapustin/plaintiffs had delivered a car to the warehouse and stored it there without ultimately shipping it, EUL did occasionally impose a nominal charge although the actual amount was largely in EUL’s discretion.

12. This arrangement was less than ideal for EUL, because Kapustin/plaintiffs began to abuse the goodwill that EUL was extending in waiving a storage fee for Investment Vehicles ultimately shipped overseas. For example, the plaintiffs used the Elizabeth, NJ warehouse like a retail showroom in which potential buyers could view/inspect the vehicles stored there. Further, Kapustin appeared to be using the warehouse for long-term storage of vehicles rather than a temporary stopover before the vehicles were shipped overseas. In addition, Kapustin/plaintiffs issued multiple and often burdensome instructions for the handling and release of vehicles stored in the Elizabeth, NJ warehouse, forcing EUL to incur administrative and handling expenses for which it was not being compensated.

13. Therefore, on December 18, 2012, I notified Kapustin/plaintiffs by an email to Svetlana (account@globalautousa.com) that “effectively immediately all the release for cars in a NJ

warehouse is subject to \$300 handling fees and \$10/day storage.” These storage charges make up a portion of EUL’s counterclaim against the plaintiffs, as discussed below. Attached to this declaration as Exhibit “2” is my email to plaintiffs dated December 18, 2012.

III. Initial Transaction Between the Parties

14. Our first transaction under this investment arrangement occurred in mid-September 2010 concerning two cars identified by Mr. Kapustin as: (i) a 2008 Lexus LX 570 and (ii) a black 2005 Hummer H-2 Limo. See the correspondence sent to EUL by Svetlana on behalf of Mr. Kapustin dated September 14, 20 and 28, 2010 attached to this declaration as Exhibit “3”. It is my understanding that Svetlana handled accounting and operational issues for Mr. Kapustin’s various companies, including all the plaintiffs. As can be seen, Svetlana offers the vehicles to EUL for investment and later confirms that EUL may hold certain containers as security pending EUL’s receipt of original certificates of title.

15. EUL did agree to buy 60 % of the ownership in those two vehicles for \$45,000. This was confirmed in my email to Svetlana on September 20, 2010, to which she responds in the previous exhibit. As can be seen, my email confirms in this first transaction that the vehicles acquired with this investment “MUST be currently NOT sold to any customers” and that EUL would “hold the Titles.” Svetlana consented to these terms and agreed that, pending transfer of the funds and EUL’s receipt of the titles, EUL could hold previously shipped containers as a security for the \$45,000 payment by EUL for 60% ownership of the two vehicles. See my correspondence dated September 20, 2010, attached to this declaration as Exhibit “4” and the preceding exhibit.

16. Mr. Kapustin and I also agreed that if and when these two vehicles were sold, EUL would have the option to invest in additional vehicles on the same terms; i.e. that EUL would advance

additional sums to Kapustin/plaintiffs to acquire a 60% interest in the Investment Vehicles and that EUL would receive a fixed return of 1.5% per month, and would retain possession and control of the vehicles and the underlying title documents as security for the funds advanced to Kapustin/plaintiffs.

IV. Additional Investments in Vehicles by EUL

17. Because our initial transaction went well, on fairly short order Mr. Kapustin offered EUL additional Investment Vehicles. For example, in October 2010, Kapustin/plaintiffs had a vehicle inventory valued at approximately \$214,000. Mr. Kapustin proposed selling to EUL 60% ownership. EUL agreed and remitted a total of \$125,000 to an account designated by Mr. Kapustin between October 5 and October 13, 2010.

18. As was the case with the first, two-vehicle transaction, EUL's investment was to be secured by a 60% interest in the Investment Vehicles; i.e. those vehicles in Kapustin's/plaintiffs' vehicle inventory financed by EUL's investment.

19. From the beginning, EUL insisted that at any given time, 60% of the total value of the Investment Vehicles be sufficient to secure the amount of the outstanding principal due EUL. Therefore, if Kapustin/plaintiffs wanted to release a vehicle to a third-party buyer, EUL could refuse to release these vehicles if Kapustin/plaintiffs did not repay to EUL the proportionate amount of principal or if the remaining value of the vehicle inventory fell below the 60% parameter. In lieu of making a principal payment, Kapustin/plaintiffs could add additional vehicles to their overall inventory with EUL's consent to achieve the 60% parameter, and in fact often did so.

20. By December 2011, EUL had wired a total of \$450,120 to accounts designated by Kapustin in the name of Global Auto Inc. as follows:

9/20/10	\$45,000
10/5/10	\$25,000
10/13/10	\$100,000
5/12/11	\$160,000
12/13/11	\$120,000
12/13/11	\$120

Attached to this declaration as Exhibit "5" is documentation of the six payments made to Kapustin/plaintiffs. The first three payments were made by direct deposit and the last three payments were made by wire transfer to Global Auto, Inc., Kapustin's designated account. As can be seen, my understanding of the purpose of these payments is contained in the transaction descriptions; e.g. "Car Joint Investment With Fixed P" by which I meant my 60% investment in the vehicles and the fixed profit of 1.5% agreed to by the parties.

V. Balance Spreadsheets and Release of Vehicles

21. In practice, the parties' arrangement operated in the following way. The total value of the Investment Vehicles was estimated and details were maintained in a spreadsheet format by EUL and provided to Kapustin/plaintiffs on a regular basis. The purpose of the spreadsheets was to schedule all the Investment Vehicles with their values so as to assure that 60% of the total value was sufficient to secure the amount of the outstanding principal due EUL.

22. I attach to my declaration as Exhibit "6" a series of emails ranging from January 2011 through October 2012, many with spreadsheet attachments, relating to the Balance Spreadsheets exchanged between the parties. Although the attached emails are not the totality of the correspondence and Balance Spreadsheets exchanged between the parties, Exhibit "6" provides a good overview of these exchanges and the manner in which they operated over the course of several years. Balance Spreadsheets were usually sent to the plaintiffs through Svetlana at account@globalautousa.com.

23. As can be seen from Exhibit "6", a typical balance spreadsheet lists the estimated total

value of the Investment Vehicles, calculates the 60% parameter and compares that result to the amount of the outstanding principal due EUL. If 60% of the total inventory value exceeded the amount of the outstanding principal, then Kapustin/plaintiffs had a credit in their favor and would be entitled to release vehicles up to the amount of that credit.

24. If, on the other hand, 60% of the value of the total inventory was not sufficient to cover the outstanding principal due EUL, then Kapustin/plaintiffs could not release particular vehicles unless (i) they repaid a proportionate amount of the outstanding principal to EUL with EUL's consent, or (ii) they added additional Investment Vehicles to the total inventory (and thus increased the total inventory value). Details relating to inventory valuation, the 60% parameter and the "balance" available for release are clearly set out in the dozens of Balance Spreadsheets that were exchanged between the parties.

25. I attach to my declaration as Exhibit "7" a series of emails which demonstrate how, in practice, the release of vehicles was arranged between the parties based on the value of the Investment Vehicles and the details set out in the Balance Spreadsheets. As can be seen, Svetlana, on behalf of Kapustin's/plaintiffs makes repeated references to what is "available" for release based on any "balance" in plaintiffs' favor.

26. The sole purpose of this arrangement was to assure that plaintiffs' total vehicle inventory had sufficient value to cover the outstanding principal due EUL. There is no other reason that Kapustin/plaintiffs would have agreed to allow EUL to control the release of Investment Vehicles.

27. Respectfully, I find it very surprising that the plaintiffs have concealed this arrangement from the Court in their application and have failed to mention in any way the parties' reliance on the Balance Spreadsheets and Kapustin/plaintiffs' full acceptance of this arrangement.

28. I am also extremely surprised to see Kapustin/plaintiffs now seeking to hide behind different corporations in order to avoid plaintiffs' own liability for the outstanding principal amount due EUL and for other charges. However, as can be seen from Exhibits "6" and "7", at no time did Svetlana make any distinction between the individual plaintiffs when asking for "our balance" information and releases of cars. All the Investment Vehicles were treated as being under the Kapustin umbrella. At no time has Mr. Kapustin or any of the plaintiffs requested that EUL provide separate Balance Spreadsheets to the individual plaintiffs.

29. I also note that the plaintiffs have not actually produced any documentation in this action or in support of their request for a preliminary injunction to demonstrate that they are the lawful owners of the Investment Vehicles in Finland or Elizabeth, NJ.

30. I wish to point out that not all vehicles in Kapustin's/plaintiffs' inventory were Investment Vehicles. In many instances, Kapustin/plaintiffs delivered vehicles to EUL for shipment which were "not subject to investment." This is a clear and unambiguous admission by Kapustin/plaintiffs of EUL's "investment" in particular vehicles. Incidentally, when vehicles "not subject to investment" were delivered to EUL for shipment, EUL acted only in arranging for ocean transportation and there was no issue of releasing these "non-investment vehicles." Attached to this declaration as Exhibit "8" are several emails from Kapustin/plaintiffs (Svetlana) designating "non-investment" vehicles.

VI. Termination of Agreement

31. By late 2012 (November – December), I became increasingly concerned about Kapustin's/plaintiffs' ability and even willingness to abide by our agreement. There were a number of reasons for my concerns. First, I began receiving inquiries from Kapustin/plaintiffs about adding Investment Vehicles to the balance spreadsheets even though it was unclear

whether Kapustin/plaintiffs actually owned these vehicles. Second, the parties were increasingly disagreeing on vehicle valuations, with Kapustin/plaintiffs arguing for higher valuations to increase the "balance" available for release of cars. Third, Kapustin/plaintiffs were increasingly in arrears on payment of the \$750/vehicle shipping charges. However, my main concern was that Kapustin was trying to sell the Investment Vehicles behind EUL's back; i.e. without repaying any portion of the principal due EUL and without notice to the buyers of EUL's equity interest in those vehicles.

32. On December 27, 2012, I notified Kapustin (at the account@globalautousa.com address) that the relationship was becoming untenable because of Kapustin's/plaintiffs' actions and demanded that Kapustin/plaintiffs repay all amounts due EUL, including unpaid principal, "in 30 da[y]s from today. We will not extend that date." I repeated that 30-day demand later that day. Attached to this declaration as Exhibit "9" are my December 27, 2012 notices to Kapustin/plaintiffs.

33. On January 16, 2013, I was informed by the warehouse facility in Kotka, Finland (Carcont OY) that Kapustin was encouraging third parties in Finland to claim the Investment Vehicles without regard to EUL's remaining security interest in those same vehicles. I also obtained a copy of an email that Kapustin/plaintiffs had distributed to third parties in Finland and elsewhere, directing them to contact Carcont and suggesting that they take legal action to recover their vehicle from the facility. I became extremely concerned over these actions because they were in complete disregard of our agreement (i.e. no releases without payment of proportionate principal or replenishment of inventory value) and appeared to be an effort to coerce EUL to release vehicles under color of local Finnish law. Attached to this declaration as Exhibit "10" is a translation of the email sent out by Kapustin/plaintiffs directing buyers to contact Carcont to

collect their vehicles.

34. I then confronted Kapustin by telephone on or about January 20, 2013. During that telephone conversation, Kapustin confirmed that he no longer intended to abide by the parties existing agreement concerning the Investment Vehicles. He also disavowed any further obligation to repay the outstanding principal due EUL or to make any further profit-sharing payments to EUL. Mr. Kapustin made no attempt during this conversation to make a distinction between the individual plaintiffs and it was clear to me that he himself made no distinction between the companies and that he spoke on behalf of all three of them.

35. Of equal concern to me was Mr. Kapustin's claim during this telephone call that "he" had actually sold all the Investment Vehicles (again, he did not make any distinction among the individual plaintiffs). If this was true, Kapustin/plaintiffs had presumably been paid in full by buyers of the vehicles and now were seeking to wrest these vehicles from EUL's possession and control without repaying any principal to EUL from the proceeds of sale. In other words, Kapustin/plaintiffs had collected EUL's 60% interest in those vehicles but had no intention of paying that over to EUL as the parties' agreement required.

36. Consequently, on January 28, 2013, I sent an email to Kapustin/plaintiffs (at account@globalautousa.com) and to Kapustin's wife and business partner, Irina Kapustina, expressing my concern that Kapustin/plaintiffs were taking actions "detrimental to our jointly owned assets without my knowledge and consent." I also requested that Kapustin/plaintiffs cease any further actions "which may cause irreparable damages" to the parties and proposed an amicable resolution. Attached to this declaration as Exhibit "11" is a copy of my January 28, 2013 email to Kapustin/plaintiffs.

37. EUL did not receive any payment of principal from Kapustin/plaintiffs after my

December 27th demand for payment in full within 30 days.

VII. Plaintiffs' Admission of EUL's Ownership Interest in the Investment Vehicles

38. On February 6, 2013, Irina Kapustina wrote to me in connection with our dispute and my demand for payment in full of all outstanding principal due EUL. In that correspondence, Ms. Kapustina makes several admissions that appear to directly contradict the declaration she has submitted to the Court in support of plaintiffs' application. In her February 6th email, Ms. Kapustina acknowledges EUL's demand for payment in full. She also acknowledges that EUL "no longer wants to have an ownership in the cars inventory." Finally, she acknowledges EUL's interest ("you have at your disposal") in the vehicle inventory.

39. However, in her declaration Ms. Kapustina makes no reference to EUL's "ownership" or the fact that the vehicle inventory was at EUL's "disposal". She also continues to repeat the fiction that the plaintiffs were separate and distinct corporations when in fact she spoke for all the plaintiffs and did not make any distinction between the plaintiffs in her February 6th correspondence. Attached to this declaration as Exhibit "12" is Ms. Kapustina's email of February 6th with the English translation.

VIII. Foreclosure on Kotka Investment Vehicles

40. Given Kapustin's repudiation of any further performance of our agreement, and fearing that Kapustin/plaintiffs were taking affirmative steps to deprive EUL of its security interest in the Investment Vehicles located in Kotka, I directed that they be removed from that location and ultimately sold to third party buyers to satisfy plaintiffs' indebtedness to EUL. In fact, the sale of all but four units (2 vehicles, a boat, and a boat trailer) has now taken place to buyers in CIS countries, with the proceeds to be applied to the outstanding principal due EUL and any additional amounts due EUL for storage. Contrary to the allegations in paragraph 63 of the

complaint, EUL has not contacted plaintiff's "customers" concerning the purchase of foreclosed cars.

41. The net proceeds that EUL may realize from the sale is unclear at this time. Many of the Kotka Investment Vehicles required extensive repairs, the cost of which the buyers would like EUL to absorb. In addition, EUL ultimately had to pay customs duties associated with the import of vehicles into the destination countries. Therefore, until all the sale-related expenses incurred by EUL can be determined, it will be very difficult to determine what net proceeds EUL will realize. However, in my opinion, the net proceeds will fall far short of the outstanding principal due EUL of \$422,018.00, plus other amounts due and payable to EUL from Kapustin/ plaintiffs.

IX. Elizabeth, NJ Investment Vehicles

42. To the best of my knowledge, there are currently 16 vehicles located at the warehouse facility in Elizabeth, NJ. EUL is not in possession of any title documents for these vehicles and has not been paid for the transportation of these vehicles. However, EUL does claim a possessory interest in these vehicles in the event the net proceeds of the vehicles previously located in Kotka are not sufficient to pay the amounts due EUL (more fully detailed in the discussion on EUL's counterclaim below).

43. Although plaintiffs are seeking this Court's intervention concerning the Elizabeth, NJ vehicles, plaintiffs have not produced any evidence that they are the rightful owners of these vehicles and they have certainly not produced any documents of title for these vehicles. It would be highly inequitable to compel EUL to release the Elizabeth vehicles, in disregard of EUL's possessory and equity interest in those vehicles, based only on plaintiffs' unsupported allegations of ownership.

44. Plaintiffs and the Kapustins have had other legal problems concerning the vehicles in Elizabeth, NJ and their businesses. On or about February 21, 2013, the Elizabeth warehouse was served with a writ of execution to enforce a \$216,340.34 judgment against plaintiffs Global Auto and Effect Auto Sales. A copy of the Writ of Execution is attached to my declaration as Exhibit "13." In November 2010, plaintiff Global Auto, Inc. signed a Final Consent Judgment with the New Jersey Attorney General in which Global was required to refrain from "unfair or deceptive acts or practices in the conduct of its business" in New Jersey. The Consent Judgment identifies multiple deceptive business practices by Global, including creating "fictitious" co-signers. A copy of the Final Consent Judgment is attached to my declaration as Exhibit "14."

X. Plaintiffs are Closely Controlled by Mr. Kapustin

45. Plaintiffs have purposely tried to muddy the waters as to which of the three plaintiffs played what particular role in the underlying events, including which, if any, of the three plaintiffs had an interest in the Investment Vehicles. As I have already mentioned, at no time did either Svetlana or Mr. Kapustin or Irina Kapustina make any distinction among the individual plaintiffs in the dozens of emails and Balance Spreadsheets exchanged between the parties. I also received personal assurances from Mr. Kapustin, his wife Irina Kapustina and Svetlana that all involved companies were owned and controlled by Mr. Kapustin and his family and that the companies acted interchangeably.

XI. Plaintiffs' Allegations Concerning Unrelated Matters

46. Plaintiffs have made reference to a number of unrelated legal matters in which, plaintiffs allege, EUL "attempted to engage in a scheme to defraud." However, in all of these other matters there were only allegations of fraud none of which were ever proven or admitted by EUL. I have enough experience in the legal system to know that lawyers for plaintiffs are able to

make many different allegations—even of fraud—fairly liberally and that many of these allegations are never actually proven.

47. In any event, all of the actions mentioned in the complaint were either voluntarily dismissed or settled without a finding or admission of liability on the part of EUL or myself. I note that plaintiffs have not produced the underlying settlement documents or otherwise advised the court of the ultimate disposition of the matters mentioned in the complaint.

XII. EUL's Counterclaim

48. As discussed above, EUL's investment with Kapustin/plaintiffs totaled \$450,120. Of this amount, plaintiffs have only re-paid principal of \$28,202, as follows:

\$3,000.00	6/16/12
\$8,500.00	10/29/12
\$10,602.00	12/12/12
\$3500.00	12/13/12
\$1,500.00	10/04/12
\$1,000.00	10/24/12

I wish to point out in this regard that, with the exception of the first payment on June 6, 2012 (which was paid by plaintiff Global Auto, Inc.), all other payments were made by plaintiff G Auto Sales. This demonstrates again that plaintiffs dealt with EUL interchangeably and did not make a distinction among them when dealing with EUL's investment. Attached to my declaration as Exhibit "15" is EUL's bank's confirmation of the above payments. I wish to also note that, with one exception, all payments for transport of the Investment Vehicles were made by plaintiff G Auto Sales. This is also confirmed by Exhibit C-4 of plaintiffs' complaint.

49. Therefore, there is currently due and owing EUL the unpaid principal amount of \$422,018. Moreover, plaintiffs have failed to pay EUL's 1.5% return on investment for several months, which will be included in EUL's counterclaim.

50. In addition, plaintiffs are liable for storage and handling charges for all Investment

Vehicles after December 18, 2012 totaling \$31,360.00. (See paragraphs 11 - 13 above and Exh. "2"). Attached as Exhibit "16" to this declaration is a summary of the handling and storage charges due EUL from the plaintiffs.

51. EUL also claims damages from plaintiffs for storage charges in Kotka, Finland. Normally, the final buyer of the vehicles is required to pay storage charges from the time the vehicles are delivered to Carcont OY until picked up by the final buyer. However, in light of Kapustin's/plaintiffs' repudiation and efforts to wrest control of the vehicles from EUL, EUL was required to be paid Carcont OY's storage fees before removing the vehicles from that facility for eventual sale. Attached to this declaration as Exhibit "17" are invoices totaling €12,480 for storage charges paid by EUL to Carcont OY from the date of unloading the vehicles at that facility until January 31, 2013.

I declare under penalty of perjury that the foregoing is true and correct.

Executed: May 23, 2013

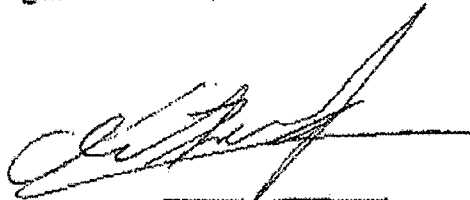

Michael Hitrinov

EXHIBIT “17”

Oy CarCont Ltd

Company: Oy CarCont Ltd, Business ID: FI 2005139-0

Address: Mäntyseläntie 424 2nd fl, 48310 Keite, Finland

E-mail: finland@eulines.com, Tel: +358 (5) 260 47 00, Fax: +358 (5) 260 47 55

INVOICE A1301

Page 1 / 2

Payment terms

Payer information

Issue Date 18.02.2013

EMPIRE UNITED LINES INC.

Due Date 21.02.2013

2303 Coney Island Ave,

Overdue 16%

NY 11223 Brooklyn, USA

NN Text	Netto	Vat %	Vat	EUR
1 Car MERCEDES BENZ ML320 VIN#4JGBB25E09A497525 pickup 31.01.2013				
2 Unloading	150€	Vat 0% 71%		150,00 €
3 Customs fees	10€	Vat 0% 71%		10,00 €
4 Storage 18.10.2012 - 31.01.2013: 108d	7d*0€ + 101d*2€	Vat 0% 71%		202,00 €
5 Car MERCEDES BENZ ML320 VIN#4JGBB25E79A519374 pickup 31.01.2013				
6 Unloading	150€	Vat 0% 71%		150,00 €
7 Customs fees	10€	Vat 0% 71%		10,00 €
8 Storage 01.10.2012 - 31.01.2013: 123d	7d*0€ + 116d*2€	Vat 0% 71%		232,00 €
9 Car TOYOTA CAMRY VIN#4T1BE46K19U306703 pickup 31.01.2013				
10 Unloading	150€	Vat 0% 71%		150,00 €
11 Customs fees	10€	Vat 0% 71%		10,00 €
12 Storage 28.01.2013 - 31.01.2013: 3d	3d*0€ + 0d*2€	Vat 0% 71%		0,00 €
13 Car SUBARU LEGACY VIN#4S3BMBB5A3210717 pickup 31.01.2013				
14 Unloading	150€	Vat 0% 71%		150,00 €
15 Customs fees	10€	Vat 0% 71%		10,00 €
16 Storage 30.01.2013 - 31.01.2013: 2d	2d*0€ + 0d*2€	Vat 0% 71%		0,00 €
17 Car VOLKSWAGEN CC VIN#WVWML7AN7AE325508 pickup 31.01.2013				
18 Unloading	150€	Vat 0% 71%		150,00 €
19 Customs fees	10€	Vat 0% 71%		10,00 €
20 Storage 30.01.2013 - 31.01.2013: 2d	2d*0€ + 0d*2€	Vat 0% 71%		0,00 €

Netto Vat 24% Total

ALV 0%

Invoice continues to page 2

Account Information

Company: Oy CarCont Ltd

EUR Account: 106930-226829

IBAN: FI41 106930000226829

Bank Information

Bank: NORDEA

Bank Address: HELSINKI, FINLAND

SWIFT: NDEAFIHH

Oy CarCont Ltd

Company: Oy CarCont Ltd, Business ID: FI 2005139-0
 Address: Merikonttie 424 2nd fl, 00310 Kotka, Finland

E-mail: finland@teulines.com, Tel: +358 (0) 260 47 00, Fax: +358 (0) 260 47 55

INVOICE A1301**Page 2 / 2****Payment terms****Payer information**

Issue Date 18.02.2013
 Due Date 21.02.2013
 Overdue 16%

EMPIRE UNITED LINES INC.
 2303 Coney Island Ave,
 NY 11223 Brooklyn, USA

NN	Text	Netto	Vat %	Vat	EUR
21	Car TOYOTA VENZA VIN#4T3ZE11AX0U017211 pickup 31.01.2013				
22	Unloading	150€	Vat 0% 71%		150,00 €
23	Customs fees	10€	Vat 0% 71%		10,00 €
24	Storage 27.12.2012 - 31.01.2013: 36d	7d*0€ + 29d*2€	Vat 0% 71%		58,00 €
25	Car VOLKSWAGEN TIGUAN VIN#WVGAV75N49W502230 pickup 31.01.2013				
26	Unloading	150€	Vat 0% 71%		150,00 €
27	Customs fees	10€	Vat 0% 71%		10,00 €
28	Storage 18.07.2012 - 31.01.2013: 196d	7d*0€ + 191d*2€	Vat 0% 71%		382,00 €
29	Car BMW X5 VIN#5UXFE43579L260951 pickup 31.01.2013				
30	Unloading	150€	Vat 0% 71%		150,00 €
31	Customs fees	10€	Vat 0% 71%		10,00 €
32	Storage 05.08.2012 - 31.01.2013: 175d	7d*0€ + 169d*2€	Vat 0% 71%		338,00 €
33	Car MERCURY MARINER VIN#4M2CJ07779KJ12750 pickup 31.01.2013				
34	Unloading	150€	Vat 0% 71%		150,00 €
35	Customs fees	10€	Vat 0% 71%		10,00 €
36	Storage 15.10.2012 - 31.01.2013: 108d	7d*0€ + 102d*2€	Vat 0% 71%		204,00 €
37	Car TOYOTA VENZA VIN#4T3ZE11A79U005453 pickup 31.01.2013				
38	Unloading	150€	Vat 0% 71%		150,00 €
39	Customs fees	10€	Vat 0% 71%		10,00 €
40	Storage 22.10.2012 - 31.01.2013: 102d	7d*0€ + 95d*2€	Vat 0% 71%		190,00 €
		Netto	Vat 24%	Total	
ALV 0%		3205,00 €	0,00 €	3205,00 €	

Account information

Company: Oy CarCont Ltd
 EUR Account: 106630-226829
 IBAN: FI11 10093000226829

Bank information

Bank: NORDEA
 Bank Address: HELSINKI, FINLAND
 SWIFT: NDEAFIHH
 Fax: +358 (0) 260 47 55

Oy CarCont Ltd

Company: Oy CarCont Ltd, Business ID: FI 2005139-0

Address: Meritonlentie 424 2nd fl, 00310 Kotka, Finland

E-mail: finland@eulines.com, Tel: +358 (0) 260 47 00, Fax: +358 (0) 260 47 55

INVOICE A1302

Page 1 / 2

Payment terms

Payer information

Issue Date 18.02.2013

EMPIRE UNITED LINES INC.

Due Date 21.02.2013

2303 Coney Island Ave,

Overdue 16%

NY 11223 Brooklyn, USA

IN	Text	Netto	Vat %	Vat	EUR
1	Car MERCURY MARINER VIN#4M2CN0674AKJ17559 pickup 31.01.2013				
2	Unloading	150€	Vat 0% 71%		150,00 €
3	Customs fees	10€	Vat 0% 71%		10,00 €
4	Storage 14.01.2013 - 31.01.2013: 18d	70'0€ + 11d'2€	Vat 0% 71%		22,00 €
5	Car MERCURY MARINER VIN#4M2CJUB7729KJ12992 pickup 31.01.2013				
6	Unloading	150€	Vat 0% 71%		150,00 €
7	Customs fees	10€	Vat 0% 71%		10,00 €
8	Storage 31.10.2012 - 31.01.2013: 93d	7d'0€ + 86d'2€	Vat 0% 71%		172,00 €
9	Car TOYOTA PRIUS VIN#JTDKB20U863488362 pickup 31.01.2013				
10	Unloading	150€	Vat 0% 71%		150,00 €
11	Customs fees	10€	Vat 0% 71%		10,00 €
12	Storage 31.10.2012 - 31.01.2013: 93d	7d'0€ + 86d'2€	Vat 0% 71%		172,00 €
13	Car ACURA RDX VIN#5J8TB2H29AA000682 pickup 31.01.2013				
14	Unloading	150€	Vat 0% 71%		150,00 €
15	Customs fees	10€	Vat 0% 71%		10,00 €
16	Storage 14.01.2013 - 31.01.2013: 18d	7d'0€ + 11d'2€	Vat 0% 71%		22,00 €
17	Car TOYOTA PRIUS VIN#JTDKB20U897858466 pickup 31.01.2013				
18	Unloading	150€	Vat 0% 71%		150,00 €
19	Customs fees	10€	Vat 0% 71%		10,00 €
20	Storage 29.01.2013 - 31.01.2013: 3d	3d'0€ + 0d'2€	Vat 0% 71%		0,00 €

Netto Vat 24% Total

ALV 0%

Invoice continues to page 2

Account Information

Company: Oy CarCont Ltd

EUR Account: 106930-226829

IBAN: FI41 10693000220829

Bank Information

Bank: NOREA

Bank Address: HELSINKI, FINLAND

SWIFT: NOEAFIHH

software by www.econ.fi

E-mail: finland@eulines.com, Tel: +358 (5) 260 47 00, Fax: +358 (5) 260 47 55

Page 2 / 2

Payer information

NY 11223 Brooklyn, USA

SWIFT: NDEAFHH

Spiltena no. 145 10/27/94. 1340 ft. 11

Oy CarCont Ltd

Company: Oy CarCont Ltd, Business ID: FI 2005139-0

Address: Merituulentie 424 2nd fl, 48310 Kotka, Finland

E-mail: finland@oulines.com, Tel: +358 (5) 260 47 00, Fax: +358 (5) 260 47 65

INVOICE A1303**Page 1 / 2****Payment terms****Payer information**

Issue Date 18.02.2013

EMPIRE UNITED LINES INC,

Due Date 21.02.2013

2303 Coney Island Ave,

Overdue 16%

NY 11223 Brooklyn, USA

NN Text	Netto	Vat %	Vat	EUR
1 Car HONDA INSIGHT VIN#JHMZE2H51AS007800 pickup 31.01.2013				
2 Unloading	150€	Vat 0% 71%		150,00 €
3 Customs fees	10€	Vat 0% 71%		10,00 €
4 Storage 18.12.2012 - 31.01.2013: 45d	7d*0€ + 38d*2€	Vat 0% 71%		76,00 €
5 Car TOYOTA VENZA VIN#4T3BE11A48UD04942 pickup 31.01.2013				
6 Unloading	150€	Vat 0% 71%		150,00 €
7 Customs fees	10€	Vat 0% 71%		10,00 €
8 Storage 14.11.2012 - 31.01.2013: 79d	7d*0€ + 72d*2€	Vat 0% 71%		144,00 €
9 Car VOLKSWAGEN CC VIN#WVWML7AN9AE507737 pickup 31.01.2013				
10 Unloading	150€	Vat 0% 71%		150,00 €
11 Customs fees	10€	Vat 0% 71%		10,00 €
12 Storage 01.09.2012 - 31.01.2013: 184d	7d*0€ + 177d*2€	Vat 0% 71%		354,00 €
13 Car SUBARU FORESTER VIN#JP2SH63819H742041 pickup 31.01.2013				
14 Unloading	150€	Vat 0% 71%		150,00 €
15 Customs fees	10€	Vat 0% 71%		10,00 €
16 Storage 31.10.2012 - 31.01.2013: 93d	7d*0€ + 86d*2€	Vat 0% 71%		172,00 €
17 Car LEXUS LX570 VIN#JTHY7AX4B4050677 pickup 31.01.2013				
18 Unloading	150€	Vat 0% 71%		150,00 €
19 Customs fees	10€	Vat 0% 71%		10,00 €
20 Storage 29.08.2012 - 31.01.2013: 156d	7d*0€ + 149d*2€	Vat 0% 71%		298,00 €
	Netto	Vat 24%	Total	

ALV 0%

invoice continues to page 2

Account Information

Company: Oy CarCont Ltd

EUR Account: 106930-226829

IBAN: FI41 10693010226829

Bank Information

Bank: NORDEA

Bank Address: HELSINKI, FINLAND

SWIFT: NDEAFIN

Oy CarCont Ltd

Company: Oy CarCont Ltd, Business ID: FI 2005139-0
 Address: Merituulentie 42A 2nd fl. 48110 Kotka, Finland

E-mail: finland@edines.com, Tel: +358 (0) 260 47 00, Fax: +358 (0) 260 47 55

INVOICE A1303

Page 2 / 2

Payment terms

Payer information

Issue Date 18.02.2013

EMPIRE UNITED LINES INC.

Due Date 21.02.2013

2303 Coney Island Ave,

Overdue 16%

NY 11223 Brooklyn, USA

NN Text	Netto	Vat %	Vat	EUR
21 Car VOLKSWAGEN TRIGUAN VIN#WVGCV75N29W525207 pickup 31.01.2013				
22 Unloading	150€	Vat 0% 71%		150,00 €
23 Customs fees	10€	Vat 0% 71%		10,00 €
24 Storage 12.12.2012 - 31.01.2013: 51d	7d*0€ + 44d*2€	Vat 0% 71%		88,00 €
25 Car VOLKSWAGEN CC VIN#WVWNL7ANSAB27150 pickup 31.01.2013				
26 Unloading	150€	Vat 0% 71%		150,00 €
27 Customs fees	10€	Vat 0% 71%		10,00 €
28 Storage 31.10.2012 - 31.01.2013: 93d	7d*0€ + 86d*2€	Vat 0% 71%		172,00 €
29 Car JEEP COMPASS VIN#1J4NF4F66AD583215 pickup 31.01.2013				
30 Unloading	150€	Vat 0% 71%		150,00 €
31 Customs fees	10€	Vat 0% 71%		10,00 €
32 Storage 14.01.2013 - 31.01.2013: 18d	7d*0€ + 11d*2€	Vat 0% 71%		22,00 €
33 Car TOYOTA VENZA VIN#4T3RE11A59U007895 pickup 31.01.2013				
34 Unloading	150€	Vat 0% 71%		150,00 €
35 Customs fees	10€	Vat 0% 71%		10,00 €
36 Storage 18.12.2012 - 31.01.2013: 45d	7d*0€ + 38d*2€	Vat 0% 71%		76,00 €
37 Car LEXUS RX350 VIN#2T2BK1BA54C009746 pickup 31.01.2013				
38 Unloading	150€	Vat 0% 71%		150,00 €
39 Customs fees	10€	Vat 0% 71%		10,00 €
40 Storage 18.04.2012 - 31.01.2013: 289d	7d*0€ + 282d*2€	Vat 0% 71%		564,00 €
	Netto	Vat 24%	Total	
ALV 0%	3566,00 €	0,00 €	3566,00 €	

Account information

Company: Oy CarCont Ltd

EUR Account: 106930-226829

IBAN: FI41 10693000226829

Bank information

Bank: NORDFA

Bank Address: HELSINKI, FINLAND

SWIFT: NDEAFIHH

OY CARCONT LTD
 MERITUULENTIE 42A 2FL
 48110 KOTKA FINLAND
 TEL: +358 (0) 260 47 00
 FAX: +358 (0) 260 47 55

Oy CarCont Ltd

Company: Oy CarCont Ltd, Business ID: FI 2005139-0

Address: Merituulentie 424 2nd fl, 48310 Kotka, Finland

E-mail: finland@eulines.com, Tel: +358 (5) 260 47 00, Fax: +358 (5) 260 47 55

INVOICE A1304

Page 1 / 2

Payment terms

Payer information

Issue Date 18.02.2013

EMPIRE UNITED LINES INC.

Due Date 21.02.2013

2303 Coney Island Ave,

Overdue 16%

NY 11223 Brooklyn, USA

NN Text	Netto	Vat %	Vat	EUR
1 Car BMW X5 VIN#5UXFE40509LD37302 pickup 31.01.2013				
2 Unloading	150€	Vat 0% 71%		150,00 €
3 Customs fees	10€	Vat 0% 71%		10,00 €
4 Storage 01.10.2012 - 31.01.2013: 123d	70*0€ + 116d*2€	Vat 0% 71%		232,00 €
5 Car JEEP COMPASS VIN#1J4NF5FB7BD262296 pickup 31.01.2013				
6 Unloading	150€	Vat 0% 71%		150,00 €
7 Customs fees	10€	Vat 0% 71%		10,00 €
8 Storage 12.12.2012 - 31.01.2013: 51d	70*0€ + 44d*2€	Vat 0% 71%		88,00 €
9 Car SAAB 9-4X AERO VIN#9G0FNUE62BS800047 pickup 31.01.2013				
10 Unloading	150€	Vat 0% 71%		150,00 €
11 Customs fees	10€	Vat 0% 71%		10,00 €
12 Storage 19.10.2012 - 31.01.2013: 105d	70*0€ + 58d*2€	Vat 0% 71%		156,00 €
13 Car MERCEDES BENZ C300 VIN#WD0GF81X49R073295 pickup 31.01.2013				
14 Unloading	150€	Vat 0% 71%		150,00 €
15 Customs fees	10€	Vat 0% 71%		10,00 €
16 Storage 12.12.2012 - 31.01.2013: 51d	70*0€ + 44d*2€	Vat 0% 71%		88,00 €
17 Car MERCEDES BENZ R320 VIN#WJGCB25E68A095605 pickup 31.01.2013				
18 Unloading	150€	Vat 0% 71%		150,00 €
19 Customs fees	10€	Vat 0% 71%		10,00 €
20 Storage 14.11.2012 - 31.01.2013: 79d	70*0€ + 72d*2€	Vat 0% 71%		144,00 €
	Netto	Vat 24%	Total	

ALV 0%

Invoice continues to page 2

Account information

Company: Oy CarCont Ltd

EUR Account: 106930-226829

IBAN: FI42 10693000226829

Bank information

Bank: NORDEA

Bank Address: HELSINKI, FINLAND

SWIFT: NDEAFINN

Oy CarCont Ltd

Company: Oy CarCont Ltd, Business ID: FI 2005139-0

Address: Merituulentie 424 2nd fl, 48310 Kotka, Finland

E-mail: finland@eulines.com, Tel: +358 (5) 260 47 00, Fax: +358 (5) 260 47 55

INVOICE A1304

Page 2 / 2

Payment terms

Payer information

Issue Date 18.02.2013

EMPIRE UNITED LINES INC.

Due Date 21.02.2013

2303 Coney Island Ave,

Overdue 16%

NY 11223 Brooklyn, USA

NN Text	Netto	Vat %	Vat	EUR
21 Car DODGE CALBER VIN#1B3HB46A79D129278 pickup 31.01.2013				
22 Unloading	150€	Vat 0% 71%		150,00 €
23 Customs fees	10€	Vat 0% 71%		10,00 €
24 Storage 03.01.2013 - 31.01.2013: 29d	7d*0€ + 22d*2€	Vat 0% 71%		44,00 €
25 Car JEEP COMPASS VIN#1C4NJCB41CD57362G pickup 31.01.2013				
26 Unloading	150€	Vat 0% 71%		150,00 €
27 Customs fees	10€	Vat 0% 71%		10,00 €
28 Storage 19.10.2012 - 31.01.2013: 105d	7d*0€ + 98d*2€	Vat 0% 71%		196,00 €
29 Car VOLKSWAGEN JETTA VIN#JYVWRA71K76M176897 pickup 31.01.2013				
30 Unloading	150€	Vat 0% 71%		150,00 €
31 Customs fees	10€	Vat 0% 71%		10,00 €
32 Storage 09.08.2012 - 31.01.2013: 176d	7d*0€ + 169d*2€	Vat 0% 71%		338,00 €
33 Car MERCEDES BENZ ML320 VIN#4JGBB25E38A469354 pickup 31.01.2013				
34 Unloading	150€	Vat 0% 71%		150,00 €
35 Customs fees	10€	Vat 0% 71%		10,00 €
36 Storage 28.08.2012 - 31.01.2013: 156d	7d*0€ + 149d*2€	Vat 0% 71%		298,00 €
37 Car GMC ACADIA SLT-2 VIN#1GKEVNED6AJ138200 pickup 31.01.2013				
38 Unloading	150€	Vat 0% 71%		150,00 €
39 Customs fees	10€	Vat 0% 71%		10,00 €
40 Storage 14.01.2013 - 31.01.2013: 18d	7d*0€ + 11d*2€	Vat 0% 71%		22,00 €
	Netto	Vat 24%	Total	
ALV 0%	3246	0,00 €	3246,00 €	

Account information

Company: Oy CarCont Ltd

EUR Account: 106930-226829

IBAN: FI41 10693000226829

Bank information

Bank: NORDEA

Bank Address: HELSINKI, FINLAND

SWIFT: NDEAFIHH

[\[Print\]](#)**Shipment Information**

Filer ID 113154282
Shipment Reference Number 038EUL1046438
ITN: X20121218003923
Current Date/Time: Thu Apr 28 14:18:28 2016 EDT

Departure Date 12/22/12
Transportation Reference Number 104211
Origin State NEW YORK (NY)
Country of Origin FINLAND (FI)
Export Port NEW YORK, NY (1001)
Unloading Port KOTKA, FINLAND (40549)
Mode of Transportation VESSEL (10)
Carrier SCAC/IATA UNKNOWN CARRIER (UNKN)
Conveyance Name KAETHE C. RICKMERS-1250

Routed Transaction? No
Related Companies? No
Hazardous? No

USPPI

Name GLOBAL AUTO INC.
ID Number 223673425 (EIN)
Contact SERGEY SERGEY
Phone 9083515888
Cargo Origin 150-1 CARRIAGE LANE
 DELRAN, NJ 08075

Ultimate Consignee

Name CARCONT LTD
Consignee Type ()
Contact
Phone 35852604722
Address MERITUULENTIE 424
 KOTKA, FI 48310

Freight Forwarder

Name EMPIRE UNITED LINES
ID Number 113154282 (EIN)
Contact MICHAEL HITRINOV
Phone 7189986900
Address 2303 CONEY ISLAND AVE
 BROOKLYN, NY 11223 US

Commodities**Item EIC Schedule B/HTS/Description**

1 OS 8703900000
 2010 GMC ACADIA SLT-2

License Details

License Type: NLR NO LICENSE REQUIRED, OR ONLY CONTROLLED FOR ANTI-TERRORISM (AT) (C33)

Used Vehicle Details

Vehicle ID: 1GKLVNED6AJ138200
 ID Type: Product ID
 Vehicle Title:
 Vehicle State

2 OS 8703900000
 2010 ACURA RDX

License Details

License Type: NLR NO LICENSE REQUIRED, OR ONLY CONTROLLED FOR ANTI-TERRORISM (AT) (C33)

Used Vehicle Details

Vehicle ID: 5J8TB2H29AA000682
 ID Type: Product ID
 Vehicle Title:
 Vehicle State

Qty	Gross Wt.	Value	Origin	License	Vehicle
1 NO	2160 KG	\$ 27700 D	C33	Yes	

1 NO	1652 KG	\$ 21400 D	C33	Yes	
------	---------	------------	-----	-----	--

Equipment

Equipment Number
 TCNU8761450

Seal Number
 7876388

[\[Print\]](#)**Shipment Information**

Filer ID 113154282
Shipment Reference Number 038EUL1039353
ITN: X30151108005351
Current Date/Time: TUE Apr 28 14:22:47 2016 EDT

Departure Date 11/13/12
Transportation Reference Number 103789
Origin State NEW YORK (NY)
Country of Dest. FINLAND (FI)
Export Port NEW YORK, NY (1001)
Unloading Port KOTKA, FINLAND (40549)
Mode of Transportation VESSEL (10)
Carrier SCAC/IATA UNKNOWN CARRIER (UNKN)

Conveyance Name KAETHE C. RICKMERS 1245

Routed Transaction? No
Related Companies? No
Hazardous? No

USPPI

Name GLOBAL AUTO INC.
ID Number 223673425 (EIN)
Contact SERGEY SERGEY
Phone 9083515888
Cargo Origin 150-1 CARRIAGE LANE
 DELRAN, NJ 08075

Ultimate Consignee

Name CARCONT LTD
Consignee Type ()
Contact
Phone 35852604722
Address MERITUULENTIE 424
 KOTKA, FI 48310

Freight Forwarder

Name EMPIRE UNITED LINES
ID Number 113154282 (EIN)
Contact MICHAEL HITRINOV
Phone 7189986900
Address 2303 CONEY ISLAND AVE
 BROOKLYN, NY 11223 US

Commodities

Item	EIC	Schedule B/HTS/Description	Qty	Gross Wt.	Value	Origin	License	Vehicle
1	OS	8703900000 2009 VOLKSWAGEN TIGUAN License Details License Type: NLR NO LICENSE REQUIRED, OR ONLY CONTROLLED FOR ANTI-TERRORISM (AT) (C33) Used Vehicle Details Vehicle ID: WVGBV75N29W525297 ID Type: Product ID Vehicle Title: Vehicle State	1 NO	1521 KG	\$ 15888	D	C33	Yes
2	OS	8703900000 2011 JEEP COMPASS License Details License Type: NLR NO LICENSE REQUIRED, OR ONLY CONTROLLED FOR ANTI-TERRORISM (AT) (C33) Used Vehicle Details Vehicle ID: 1J4NF5F87BD282296 ID Type: Product ID Vehicle Title: Vehicle State	1 NO	1774 KG	\$ 10600	D	C33	Yes
3	OS	8703900000 2009 MERCEDES-BENZ C300 License Details License Type: NLR NO LICENSE REQUIRED, OR ONLY CONTROLLED FOR ANTI-TERRORISM (AT) (C33) Used Vehicle Details Vehicle ID: WDDGF81X49R073295 ID Type: Product ID Vehicle Title: Vehicle State	1 NO	1523 KG	\$ 20800	D	C33	Yes

Equipment

Equipment Number
 TGHU8737440

Seal Number
 7876117

(Print)

Shipment Information

Filer ID 113154282
 Shipment Reference Number 038EUL1039353
 ITN: X20121108005351
 Current Date/Time: Thu Apr 28 14:22:47 2016 EDT

Departure Date 11/13/12
 Transportation Reference Number 103783
 Origin State NEW YORK (NY)
 Country of Dest. FINLAND (FI)
 Export Port NEW YORK, NY (1001)
 Unloading Port KOTKA, FINLAND (40549)
 Mode of Transportation VESSEL (10)
 Carrier SCAC/TATA UNKNOWN CARRIER (UNKN)
 Conveyance Name KAETHE C. RICKMERS 1245
 Routed Transaction? No
 Related Companies? No
 Hazardous? No

USPPI

Name GLOBAL AUTO INC.
 ID Number 223673425 (EIN)
 Contact SERGEY SERGEY
 Phone 9083515888
 Cargo Origin 150-1 CARRIAGE LANE
 DELRAN, NJ 08075

Ultimate Consignee

Name CARCONT LTD
 Consignee Type ()
 Contact
 Phone 35852604722
 Address MERITUULENTIE 424
 KOTKA, FI 48310

Freight Forwarder

Name EMPIRE UNITED LINES
 ID Number 113154282 (EIN)
 Contact MICHAEL HITRINOV
 Phone 7189986900
 Address 2303 CONEY ISLAND AVE
 BROOKLYN, NY 11223 US

Commodities

Item EIC Schedule B/HTS/Description

1 OS 8703900000
 2009 VOLKSWAGEN TIGUAN

License Details

License Type: NLR NO LICENSE REQUIRED, OR ONLY CONTROLLED FOR
 ANTI-TERRORISM (AT) (C33)

Used Vehicle Details

Vehicle ID: WVGBV75N29W525297
 ID Type: Product ID
 Vehicle Title:
 Vehicle State

2 OS 8703900000
 2011 JEEP COMPASS

License Details

License Type: NLR NO LICENSE REQUIRED, OR ONLY CONTROLLED FOR
 ANTI-TERRORISM (AT) (C33)

Used Vehicle Details

Vehicle ID: 1J4NF5FB7BD282296
 ID Type: Product ID
 Vehicle Title:
 Vehicle State

3 OS 8703900000
 2009 MERCEDES-BENZ C300

License Details

License Type: NLR NO LICENSE REQUIRED, OR ONLY CONTROLLED FOR
 ANTI-TERRORISM (AT) (C33)

Used Vehicle Details

Vehicle ID: WDDGF81X49R073295
 ID Type: Product ID
 Vehicle Title:
 Vehicle State

Qty	Gross Wt.	Value	Origin	License	Vehicle
1 NO	1521 KG	\$ 15888 D	C33	Yes	

1 NO	1774 KG	\$ 10600 D	C33	Yes	
------	---------	------------	-----	-----	--

1 NO	1523 KG	\$ 20800 D	C33	Yes	
------	---------	------------	-----	-----	--

Equipment

Equipment Number
 TGHU8737440

Seal Number
 7876117

[\[Print\]](#)

Shipment Information

Filer ID 113154282
Shipment Reference Number 038EUL1045297-2
ITN: X20130103022095
Current Date/Time: THU Apr 28 14:50:45 2016 EDT

Departure Date 01/11/13
Transportation Reference Number 104452
Origin State NEW YORK (NY)
Country of Dest. FINLAND (FI)
Export Port NEW YORK, NY (1001)
Unloading Port KOTKA, FINLAND (40549)
Mode of Transportation VESSEL (10)
Carrier SCAC/IATA UNKNOWN CARRIER (UNKN)
Conveyance Name MSC SARAH NU301R
Routed Transaction? No
Related Companies? No
Hazardous? No

USPPI

Name GLOBAL AUTO INC.
ID Number 223673425 (EIN)
Contact SERGEY SERGEY
Phone 9083515888
Cargo Origin 150-1 CARRIAGE LANE
DELRAN, NJ 08075

Ultimate Consignee

Name CARCONT LTD
Consignee Type ()
Contact
Phone 35852604722
Address MERITUULENTIE 424
KOTKA, FI 48310

Freight Forwarder

Name EMPIRE UNITED LINES
ID Number 113154282 (EIN)
Contact MICHAEL HITRINOV
Phone 7189986900
Address 2303 CONEY ISLAND AVE
BROOKLYN, NY 11223 US

Commodities

Item EIC Schedule B/HTS/Description

1 OS 8703900000
2009 TOYOTA PRIUS

License Details

License Type: NLR NO LICENSE REQUIRED, OR ONLY CONTROLLED FOR
ANTI-TERRORISM (AT) (C33)

Used Vehicle Details

Vehicle ID: JTDKB20U897858466
ID Type: Product ID
Vehicle Title:
Vehicle State

2 OS 8703900000
2009 TOYOTA CAMRY

License Details

License Type: NLR NO LICENSE REQUIRED, OR ONLY CONTROLLED FOR
ANTI-TERRORISM (AT) (C33)

Used Vehicle Details

Vehicle ID: 4T1BE46K19U306703
ID Type: Product ID
Vehicle Title:
Vehicle State

Qty	Gross Wt.	Value	Origin	License	Vehicle
1 NO	1523 KG	\$ 12197	D	C33	Yes

1 NO	1658 KG	\$ 9905	D	C33	Yes
------	---------	---------	---	-----	-----

Equipment

Equipment Number
TCKU9873233

Seal Number
7876363

FILED
IN CLERK'S OFFICE
U.S. DISTRICT COURT E.D.N.Y.

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

★ NOV 19 2015 ★

-----X
GLOBAL AUTO, INC., *et al.*,

BROOKLYN OFFICE

Plaintiffs,

MEMORANDUM AND ORDER

-against-

13-CV-2479 (SLT)(RER)

MICHAEL HITRINOV, a/k/a MICHAEL
KHITRINOV, *et al.*,

Defendants.

-----X
EMPIRE UNITED LINES CO., INC., *et al.*,

Plaintiffs,

-against-

14-CV-2566 (SLT)(RER)

SK IMPORTS, INC., *et al.*,

Defendants.

-----X
TOWNES, United States District Judge:

In a memorandum and order entered September 30, 2015 (the "Prior M&O"), the Court dismissed without prejudice the plaintiffs' claims in the first above-captioned action: *Global Auto, Inc. v. Hitrinov*, No. 13-CV-2479 (SLT)(RER) ("*Global Auto*"). *Global Auto, Inc. v. Hitrinov*, No. 13-CV-2479 SLT RER, 2015 WL 5793383, at *6 (E.D.N.Y. Sept. 30, 2015). The Court also denied a motion by the defendants in *Global Auto*—Empire United Lines Co., Inc., and its principal, Michael Hitrinov (collectively, "EUL")—which sought to enjoin the plaintiffs in *Global Auto*—Global Auto, Inc.; G Auto Sales, Inc.; and Effect Auto Sales, Inc. (collectively, "Plaintiffs")—from pursuing cross-claims in a subsequently filed New Jersey action which were almost identical to the claims the Plaintiffs had brought against EUL in *Global Auto*. *Id.*, at *7-8. EUL now moves for reconsideration of these decisions pursuant to Rules 59(e) and 60(b) of the Federal Rules of Civil Procedure and Local Civil Rule 6.3 of the Local Rules of the United

States District Courts for the Southern and Eastern Districts of New York. For the reasons set forth below, EUL's motion for reconsideration is denied.

BACKGROUND

The facts relating to this case are set forth in the Prior M&O and other memoranda and orders which the Court has previously entered in the above-captioned cases. Familiarity with those memoranda and orders is assumed. However, for the convenience of the reader, the Court will provide a brief summary.

The two above-captioned actions principally involve disputes between corporations engaged in selling American automobiles to European consumers and Empire United Lines, Co., Inc., a non-vessel operating common carrier which was involved in transporting those automobiles from New Jersey to Finland. After unsuccessfully attempted to intervene in *Global Auto*, some of the European consumers commenced a lawsuit in the United States District Court for the District of New Jersey: *Akishev v. Kapustin*, No. 13-cv-7152-NHL-AMD ("*Akishev*"). The original complaint in that action named 13 defendants (excluding Does), including Plaintiffs, their principals, and related entities (collectively, the "Global Defendants") and EUL and a related entity (collectively, the "EUL Defendants"). After that complaint was amended, the Global Defendants filed an amended answer which incorporated cross-claims against the EUL Defendants which closely resembled the claims contained in Plaintiffs' First Amended Complaint in *Global Auto*.

After the attorneys representing the Plaintiffs in *Global Auto* and the Global Defendants in *Akishev* withdrew as counsel, EUL moved to dismiss the Plaintiffs' claims in *Global Auto* for failure to prosecute pursuant to Rule 41(b) of the Federal Rules of Civil Procedure. Three weeks later—after one of Plaintiffs' principals, Sergey Kapustin, indicated that he might be able to

retain counsel in *Akishev* but would not retain counsel in *Global Auto*— EUL moved to enjoin the Plaintiffs from pursuing the cross-claims in *Akishev*, relying on the “first-filed rule.” In the Prior M&O, the Court granted the first motion, but dismissed the Plaintiffs’ claims in *Global Auto* without prejudice at the urging of the plaintiffs in *Akishev* (the “NJ Plaintiffs”), noting that “dismissal with prejudice might impede the NJ Plaintiffs’ ability to recover on a judgment against Plaintiffs.” *Global Auto*, 2015 WL 5793383, at *6. The Court denied the second motion, noting that the “first-filed rule” created only a rebuttable presumption that the district in which the first of two competing lawsuits was filed would be the appropriate venue. The Court noted that, in light of the dismissal of the Plaintiffs’ claims in *Global Auto*, it was unclear whether there were two conflicting lawsuits and that EUL had not established that the balance of convenience did not favor New Jersey.

EUL now moves for reconsideration of the Prior M&O. EUL does not contest the decision to dismiss the Plaintiffs’ claims in *Global Auto*, but argues that the dismissal should have been with prejudice. EUL also seeks reconsideration of the denial of the motion for injunctive relief, but does not address the issue of whether there are still two competing lawsuits. Rather, EUL contests only the balance of convenience analysis, arguing that the Court improperly placed the burden on EUL to prove that New Jersey was not the more convenient forum and relied on incorrect factual assumptions in performing the balance of convenience analysis. These arguments are described in more detail in the discussion below.

DISCUSSION

Legal Standard

Although EUL brings this motion pursuant to Fed. R. Civ. P. 59(e) and 60(b) and Local Civil Rule 6.3, the standards under these three rules are the same. *See Maalouf v. Salomon*

Smith Barney, Inc., No. 02 Civ. 4770 (SAS), 2004 WL 2782876, at *1 (S.D.N.Y. Dec. 3, 2004) (citing cases) (standards for granting a motion under Rule 59(e) or a motion for reconsideration under Rule 60(b) are the same); *First Fin. Ins. Co. v. Allstate Interior Demolition Corp.*, No. 96 Civ. 8243 (RLC), 1998 WL 567900, at *3 (S.D.N.Y. Sept. 3, 1998) (“Grounds for relief under Rule 59(e) are equivalent to the grounds for relief on a motion for reconsideration under Local Civil Rule 6.3.”). Under these rules, “[t]he standard for granting ... [reconsideration] is strict, and reconsideration will generally be denied unless the moving party can point to controlling decisions or data that the court overlooked—matters, in other words, that might reasonably be expected to alter the conclusion reached by the court.” *Shrader v. CSX Transp., Inc.*, 70 F.3d 255, 257 (2d Cir. 1995).

The rules do “not provide a party with the opportunity to relitigate the merits of a case in an attempt to win a point already ‘carefully analyzed and justifiably disposed.’” *Feldman Law Grp. P.C. v. Liberty Mut. Ins. Co.*, 819 F. Supp. 2d 247, 266 (S.D.N.Y. 2011); *see also Fleming v. N.Y. Univ.*, 865 F.2d 478, 484 (2d Cir. 1989) (“[A] Rule 60(b)(3) motion cannot ... serve as an attempt to relitigate the merits.”). Accordingly, a motion for reconsideration “is properly denied where it seeks only to relitigate issues already decided.” *Maldonado v. Local 803 I.B. of T. Health & Welfare Fund*, 490 F. App’x 405, 406 (2d Cir. 2013) (summary order) (citing *Zerman v. Jacobs*, 751 F.2d 82, 85 (2d Cir. 1984)). Moreover, such motions cannot be used to raise new claims or defenses or present new arguments that could have been raised earlier. *See United States v. Cirami*, 563 F.2d 26, 33 (2d Cir. 1977) (“[C]ourts should not encourage the reopening of final judgments or casually permit the relitigation of litigated issues out of a friendliness to claims of unfortunate failures to put in one’s best case.”); *Westport Ins. Corp. v. Goldberger & Dubin, P.C.*, 255 F. App’x 593, 595 (2d Cir. 2007) (summary order) (“New

arguments based on hindsight regarding how a movant would have preferred to have argued its case do not provide grounds for Rule 60(b) relief.”).

Dismissal Without Prejudice

In arguing that the Court erred in dismissing Plaintiffs’ claims in *Global Auto* without prejudice, rather than with prejudice, EUL raises both issues of law and fact. With respect to the law, EUL provides the Court with a statistical analysis of reported cases in which claims were dismissed pursuant to Rule 41(b), noting that only 2.4% of those cases in this Circuit, and only 4.15% of such cases nationally, were dismissed without prejudice. Assuming EUL’s analysis is correct, it serves only to establish that district courts have the discretion to dismiss without prejudice, even if that discretion is not frequently exercised.

EUL distinguishes the three cases cited by the Court—*Gabayzadeh, Berrios*, and *Cheung*—on the ground that the plaintiffs in those cases were incompetent persons, children, or improperly represented parties without standing, not “confirmed members of a massive RICO conspiracy who have repeatedly attempted to defraud the Federal courts.” Defendants’ Memo at 5. EUL then cites to three other cases—*United States ex rel. Pilon v. Martin Marietta Corp.*, 60 F.3d 995 (2d Cir. 1995), *Tradeways Inc. v. Chrysler Corp.*, 342 F.2d 350 (2d Cir. 1965), and *Allied Air Freight, Inc. v. Pan Am. World Airways, Inc.*, 393 F.2d 441, 443 (2d Cir. 1968)—in support of the assertion that “in the absence of mitigating factors such as incompetent or minor plaintiffs, the Second Circuit has not shied away from affirming with prejudice dismissals or even reversing lower courts for failing to dismiss with prejudice.” Defendants’ Memo at 7.

The Court agrees that the cases cited in the Prior M&O were not on point. Rather, they were cited in support of the general proposition that dismissal without prejudice can be appropriate in cases “where dismissal with prejudice ‘could potentially prejudice a properly

represented party with standing in a subsequent litigation.” *Global Auto*, 2015 WL 5793383, at *6 (citing *Gabayzadeh*, 2009 WL 2983013, at *4). The three cited cases were similar to this one in two respects: they involved the dismissal of claims brought by *pro se* litigants under Rule 41(b) and involved instances in which dismissal with prejudice would have prejudiced third parties who could not represent themselves in the action.

The cases cited by EUL, however, are also not on point. Indeed, only *Allied Air Freight* is at all relevant to this action. In *Allied Air Freight*, a plaintiff seeking review of an interlocutory order allowed its action to be dismissed for lack of prosecution, knowing that such dismissals, under practices then followed by the United States District Court for the Southern District of New York (the “SDNY”), were typically without prejudice. The plaintiff then appealed the interlocutory order. The defendant argued that considering the merits of that appeal “would encourage all would-be appellants from interlocutory orders to do nothing, procure a dismissal,” then appeal to the Second Circuit for review of the interlocutory order. *Allied Air Freight*, 393 F.2d at 444.

The Second Circuit held that it had jurisdiction to hear the appeal and proceeded to reach the merits. However, the Court criticized the SDNY’s practice of routinely dismissing without prejudice. In a footnote, the Second Circuit opined: “It may be a better practice for the district court routinely to order that dismissals for failure to prosecute be with prejudice, unless plaintiff makes a showing to the calendar judge that the dismissal should be without prejudice.” *Id.*, at 444, n. 2. This dictum did not enunciate a procedural rule which is controlling in this case, and EUL does not cite to any other authority for such a proposition.

The other two cases cited by EUL are entirely irrelevant to this action. In the first case—*United States ex rel. Pilon*—a district court concluded that it lacked subject-matter

jurisdiction over the plaintiffs' *qui tam* claims because of the plaintiffs' counsel's failure to comply with filing and service requirements for bringing such claims. The district court nonetheless dismissed the *qui tam* claims without prejudice, then failed to address a motion for reconsideration in which defendant argued that dismissal with prejudice was "the only remedy that properly preserves the congressional objectives embodied in the *qui tam* statutory scheme." *United States ex rel. Pilon*, 60 F.3d at 998. On appeal, the Second Circuit ruled that it was an abuse of discretion not to dismiss the *qui tam* claims with prejudice because "the Pilon's failure to comply with the filing and service provisions ... irreversibly frustrate[d] the congressional goals underlying those provisions." *Id.*, at 1000 (internal citations and quotation omitted; brackets in original). This holding is irrelevant to this case, which does not involve a *qui tam* action.

In the second case—*Tradeways Inc.*—the Second Circuit ruled that it was an abuse of discretion not to dismiss for failure to prosecute an action in which the plaintiff's repeated delays of the litigation prejudiced the defendant. That action had been commenced in 1958, and had been dismissed twice for lack of prosecution during 1960 and 1961. On both occasions, it was restored to the calendar on consent of the defendant. In May 1963, on the eve of trial, the plaintiff sought to stay the trial in order to depose a witness who, although known to the plaintiff for a considerable period of time, was not listed in the pre-trial order. The stay was nevertheless granted and a deposition was taken in mid-June 1963. Although plaintiff was denied permission to extend discovery in early October 1963, plaintiff moved in November 1963 for an order allowing it to continue the deposition. A district judge not only denied that motion, but encouraged the defendant to move to dismiss for failure to prosecute.

Although the defendant made that motion, another judge denied it and scheduled a trial. After that trial, in which a jury awarded the plaintiff \$108,000, the defendant appealed the denial of its motion to dismiss. The Second Circuit ruled that it was an abuse of discretion not to grant the motion to dismiss since “[t]he delays appear[ed] to be almost entirely the fault of [the plaintiff]” and “eventually worked to the prejudice of [the defendant],” who lost a valuable witness in an airplane accident in May 1962, three and a half years after the start of the litigation. *Tradeways*, 342 F.2d at 352.

In this case, unlike in *Tradeways*, there is no evidence that EUL would be disadvantaged by dismissal without prejudice. To the contrary, EUL would be unfairly advantaged by dismissal with prejudice. According to a declaration executed by defendant Hitrinov on May 23, 2013 (the “Hitrinov Declaration”), which was filed as Document 14 in *Global Auto*, EUL not only provided shipping and storage services to Plaintiffs, but also helped to finance Plaintiffs’ scheme. EUL would take a “60% interest” in particular vehicles (so-called “Investment Vehicles”), and would be paid interest at a rate of 1.5% per month on those investments. Hitrinov Declaration, ¶ 16. The investment was “secured by a 60% interest in the Investment Vehicles.” *Id.*, ¶ 18. Kapustin agreed that “that EUL would be entitled to a right of possession in any Investment Vehicle ... until such time as it was released to a third-party buyer” and, to that end, delivered the documents of title for each such vehicle to EUL. Hitrinov Declaration, ¶ 5. However, the Hitrinov Declaration does not state if there was any agreement regarding whether or when EUL could sell the vehicles.

By December 2011, EUL had invested over \$450,000 in this manner. However, by late December 2012, Hitrinov began to question Kapustin’s integrity. “Concerned about Kapustin’s/[P]laintiffs’ ability and even willingness to abide by [the] agreement,” Hitrinov

demanded repayment of the principal and interest within 30 days. *Id.*, ¶¶ 31-32. When Kapustin and the Plaintiffs failed to comply with that demand, Hitrinov directed that Investment Vehicles be “sold to third party buyers to satisfy plaintiffs’ indebtedness to EUL.” *Id.*, ¶ 40.

It is unclear precisely when EUL sold the cars, how many cars EUL sold, or what the vehicles were worth. In a motion for a temporary restraining order and preliminary injunction filed in early May 2013, the Plaintiffs alleged that EUL was in possession of approximately 58 vehicles belonging to the Plaintiffs, which were specifically identified in Exhibits C-1 and C-3 to the Plaintiffs’ Complaint. Those exhibits indicated that the 58 vehicles were valued at over one million dollars. In responding to that motion for injunctive relief, Hitrinov admitted that all but two of the vehicles had been sold, but expressed doubts as to whether the sale would net the \$422,018.00 in principal and other amounts that the Plaintiffs allegedly owed EUL. *Id.*, ¶ 41.

At a hearing on June 4, 2013, the Court orally denied the Plaintiffs’ motion for injunctive relief on the ground that they had not met the exacting standard for obtaining a mandatory injunction. *See* Transcript of June 4, 2013, Hearing (Document 24 in *Global Auto*). However, the colloquy at that hearing made it clear that there was a substantial question regarding whether EUL was authorized to sell the Investment Vehicles. Neither party could produce a written agreement documenting EUL’s rights in the Investment Vehicles, and the Plaintiffs maintained that the vehicles were illegally sold. *Id.*, pp. 4-5.

If the Court were to dismiss the Plaintiffs’ claims in *Global Auto* with prejudice, it might foreclose resolution of this substantial question. This result would permit EUL, who helped finance Plaintiffs’ scheme, to recoup at least part of its “investment” at the expense of unwitting consumers who were victimized by the Plaintiffs’ scheme. This Court will not permit this potential injustice.

EUL's motion for reconsideration also identifies several facts which this Court may have overlooked. In the Prior M&O, the Court noted that the NJ Plaintiffs had filed several motions for sanctions against the Global Defendants, including a motion which sought the entry of a default judgment against them. Although the Prior M&O stated that the motion was still pending, *Global Auto*, 2015 WL 5793383, at *3, that motion was actually decided on September 21, 2015—eight days before the Prior M&O was issued. Judge Hillman, who presides over the *Akishev* case, granted the motion for a default judgment and awarded the NJ Plaintiffs \$2,228,069.29. In the wake of Judge Hillman's decision, the NJ Plaintiffs and the Global Defendants entered into an "Assignment of Claims," which purports to assign to the NJ Plaintiffs the Global Defendants' interests in their claims and cross-claims against the EUL and the EUL Defendants. Defendants' Memo, Ex. 3.

The facts do not alter the Court's conclusion that the Plaintiffs' claims in *Global Auto* should be dismissed without prejudice. In the Prior M&O, the Court explained its rationale as follows:

To the extent that Plaintiff's claims against the EUL Defendants are meritorious, Plaintiffs' creditors may wish to pursue those claims in the event they obtain judgment against Plaintiffs. For that reason, counsel for some of the NJ Plaintiffs have urged the Court to dismiss Plaintiffs' claims against the EUL Defendants without prejudice. Since dismissal with prejudice might impede the NJ Plaintiffs' ability to recover on a judgment against Plaintiffs, the Court will dismiss Plaintiffs' claims in this action without prejudice.

Global Auto, 2015 WL 5793383, at *6. The facts that the NJ Plaintiffs have now recovered a substantial judgment against the Global Defendants and have entered into an agreement which purports to assign the Plaintiffs' claims against the EUL Defendants to the NJ Plaintiffs only lends support to the Court's rationale.

Defendants argue that the Plaintiffs' claims in *Global Auto* are non-assignable as a matter of public policy under New Jersey law, that the assignment violates a preliminary injunction entered by Judge Hillman which prevented the Global Defendants from alienating their assets, and is unnecessary because the NJ Plaintiffs have "numerous other methods of enforcing their judgment" against the Global Defendants. Defendants' Memo at 9. None of these arguments are persuasive. First, even assuming that New Jersey law prohibits the assignment of claims, the NJ Plaintiffs, as judgment creditors of the Global Defendants, could attempt to levy upon any recovery that the Global Defendants obtain as a result of their litigation against the EUL Defendants. Second, Judge Hillman's injunction was entered at the request of the NJ Plaintiffs, who sought to prevent the Global Defendants from dissipating their assets. That injunction was not intended to prevent the NJ Plaintiffs from recovering upon their judgment against the Global Defendants, but rather to ensure that the Global Defendants still had assets which the NJ Plaintiffs could recover.

Third, while the NJ Plaintiffs unquestionably have "other methods of enforcing their judgment" against the Global Defendants, Defendants' Memo at 9, there is nothing to suggest that the funds recovered using those methods will satisfy the \$2,228,069.28 award. First, that award does not reflect actual damages, but includes substantial punitive damages awarded under the treble damages provisions of the RICO statute and federal odometer laws. There is nothing to suggest that the Global Defendants' scheme netted over \$2.2 million. Even if it did, the Global Defendants have a history of secreting their assets. Indeed, on June 18, 2015, Judge Hillman enjoined the Global Defendants from withdrawing money from any bank accounts based on the NJ Plaintiffs' representation that the Global Defendants were diverting funds to a Finnish bank in order to avoid complying with a Consent Order requiring the Global Defendants

to deposit funds into the court's registry. Judge Hillman later accused Mr. Kapustin of perjuring himself and perpetrating a fraud on the court, stating that he had "never seen someone so willing to lie and cheat and steal" as Kapustin. Transcript of Aug. 31, 2015, Proof Hearing, p. 91. In light of this history, the assertion that the NJ Plaintiffs will be able to execute on enough assets to satisfy the multi-million dollar judgment without pursuing the assigned claims is highly speculative.

The First-Filed Rule

EUL also moves for reconsideration of the denial of its motion to enjoin the Plaintiffs from pursuing their cross-claims against the EUL Defendants in *Akishev*. EUL does not address the question of whether the first-filed rule, on which their argument relies, even applies in light of the fact that Plaintiffs' claims against EUL in *Global Auto* have been dismissed without prejudice. Rather, EUL's motion focuses entirely on the balance of convenience analysis, noting that the Court incorrectly placed the burden of proof on EUL and that the analysis was factually inaccurate.

Even assuming that EUL's arguments are correct, engaging in the balance of convenience analysis now would be to answer a purely hypothetical question. The "first-filed rule" applies "[w]hen two actions involving the same parties and issues are pending concurrently" *Reliance Ins. Co. v. Six Star, Inc.*, 155 F. Supp. 2d 49, 54 (S.D.N.Y. 2001). The rule "seeks to advance judicial economy, protect a plaintiff's choice of forum and avoid duplicative litigation," as well as "the considerable expense and potential for inconsistent judgments that duplicate litigation entails." *Id.* (internal citations omitted).

The very timing of EUL's motion for injunctive relief makes it clear that EUL is not seeking to vindicate these purposes. The Global Defendants' cross-claims against the EUL

Defendants in *Akishev* were filed on October 7, 2014. Yet, EUL did not move for injunctive relief pursuant to the first-filed rule until July 31, 2015—almost 10 months later. By that time, EUL had moved to dismiss Plaintiffs claims in *Global Auto* for failure to prosecute and had learned that Kapustin had located “an attorney ... who showed interest” in representing the Global Defendants in *Akishev*, but had “funds to hire representation for [the] New Jersey case only.” Letter to Hon. Sandra L. Townes from Sergey Kapustin, dated July 16, 2015, p. 1.

It is readily apparent from the timing of EUL’s motion for injunctive relief that EUL is attempting to use the first-filed rule to prevent adjudication of the merits of the Plaintiffs’ claims or cross-claims against EUL and the EUL Defendants. The Second Circuit has repeatedly expressed a “clear preference ... for cases to be adjudicated on the merits.” *See, e.g., Pecarsky v. Galaxiworld.com Ltd.*, 249 F.3d 167, 174 (2d Cir. 2001) (citing *Cody v. Mello*, 59 F.3d 13, 15 (2d Cir. 1995)). Since the Plaintiffs’ claims in *Global Auto* have been dismissed and since Kapustin lacks funds to attempt to resurrect those claims, it is clear that adjudication on the merits will not occur if Plaintiffs are enjoined from pursuing their cross-claims in *Akishev*. It is also clear that the question of whether this forum would be more convenient than the District of New Jersey is now an entirely hypothetical inquiry, in which this Court need not engage. *See E.I. Dupont de Nemours & Co. v. Invista B.V.*, 473 F.3d 44, 46 (2d Cir. 2006) (“The federal judicial power extends only to actual cases and controversies; federal courts are without jurisdiction to decide abstract or hypothetical questions”)

To the extent that EUL is arguing that Plaintiffs and Kapustin engaged in “forum shopping” by purposely refusing to retain counsel in this action, the Court notes that Plaintiffs and Kapustin have no reason to prefer the New Jersey forum. The New Jersey litigation has not gone at all well for the Global Defendants in general, or for Kapustin in particular. On October

29, 2014, after several contempt hearings, Judge Hillman, made a preliminary finding that the Global Defendants committed at least two predicate acts of mail and wire fraud in the furtherance of a RICO enterprise through a pattern of racketeering activity conducted operating their websites (NJ Docket No.110). In addition, as noted above, Judge Hillman has not only accused Mr. Kapustin of perjuring himself and perpetrating a fraud on the court, but has also stated that he has "never seen someone so willing to lie and cheat and steal" as Kapustin. Transcript of Aug. 31, 2015, Proof Hearing, p. 91. There is no reason to believe that Plaintiffs and Kapustin would prefer to continue litigating before Judge Hillman.

CONCLUSION

For the reasons set forth above, EUL's motion for reconsideration is denied.

SO ORDERED.

/s/ Sandra L. Townes

SANDRA L. TOWNES
United States District Judge

Dated: November **13**, 2015
Brooklyn, New York



G-Auto Sales, Inc. Договор-Инвойс

www.GlobalAutoUSA.com

www.GAUTOUSA.com

G Auto Sales, Inc.

150-1 Carriage Lane, Delran, NJ 08075

+ 7 (495) 721-8449

+ 7 (812) 336-4264

kotkacars@gmail.com

cars@globalautousa.com

Дата: 11/29/2012

Инвойс №: 67936

Банковские реквизиты:

Название банка: Citizens Bank

Адрес банка: 1 Citizens Drive
Riverside, RI 02915

Покупатель:

ФИО: Нургазинов Кайрат

Адрес: РК

kairat_nura@mail.ru

тел.+77771463483

№ счёта: 6236012168

ABA: 036076150

SWIFT CODE: CTZIUS33

Убедительная просьба ко всем клиентам. После перевода денег отправляйте подтверждение (Ваше имя, сумма, номер лота или последние 6 цифр VIN) на e-mail адрес бухгалтерии: account@globalautousa.com

Перед тем как забирать свой автомобиль, обязательно закажите открепление - сверьтесь с бухгалтерией и сообщите ФИО человека, который будет забирать авто. Без открепления будет взиматься штраф в размере 15 евро.

Кол-во	Лот №	Год	Марка/модель	VIN	Цена за ед.	Сумма
1	15212	2010	Toyota Camry	4T1BE46K19U306703	12900	12900
				deposit	10500	10500
Скидка (если предоставлена)						
Издержки, взимаемые нашим банком за перевод денег						20
Произведена оплата						
ИТОГО:						2420



Майкл Головеря,
Президент компании G Auto Sales, Inc.

1. Предоплата со стороны Покупателя не является окончательной покупкой автомобиля, а гарантирует его бронирование на определенный срок, обговариваемый отдельно.
2. В случае внесенной предоплаты и несвоевременной оплаты полной стоимости автомобиля, компания G Auto Sales, Inc. оставляет за собой право выставить неоплаченный авто на продажу.
3. В случае расторжения договора на приобретение автомобиля со стороны Покупателя, клиент получает кредит с компанией или возврат денежных средств за вычетом 10% от стоимости автомобиля. Возврат производится после продажи автомобиля другому клиенту.
4. Зарезервировав автомобиль на сайте компании G Auto Sales, Inc. Покупатель подтверждает, что ознакомился с правилами оформления сделки купли-продажи автомобиля и согласен с ними.
5. Все банковские затраты и комиссии банков-посредников оплачиваются покупателем.
6. Компания G Auto Sales, Inc. гарантирует легитимность и законность происхождения продаваемых автомобилей.
7. Покупатель должен заказать открепительное удостоверение за 5 рабочих дней в бухгалтерии компании.
8. Клиент обязуется оплатить портовые расходы и расходы по складу в г. Котка.

Благодарим за сотрудничество!

Если у Вас возникли вопросы по оплате, пишите на email: account@globalautousa.com



G-Auto Sales, Inc.

www.GlobalAutoUSA.com

www.GAUTOUSA.com

G Auto Sales, Inc.

150-1 Carriage Lane, Delran, NJ 08075

+ 7 (495) 721-8449

+ 7 (812) 336-4264

kotkacars@gmail.com

cars@globalautousa.com

Дата: 11/29/2012

Инвойс №: 67936

ZAKAZ



Банковские реквизиты:

Название банка: Citizens Bank

Адрес банка: 1 Citizens Drive
Riverside, RI 02915

Покупатель:

ФИО: Нургазинов Кайрат

Адрес: PK

kairat_nura@mail.ru

тел. +77771463483

№ счёта: 6236012168

ABA: 036076150

SWIFT CODE: CTZIUS33

Убедительная просьба ко всем клиентам. После перевода денег отправляйте подтверждение (Ваше имя, сумма, номер лота или последние 6 цифр VIN) на e-mail адрес бухгалтерии: account@globalautouse.com

Перед тем как забирать свой автомобиль, обязательно закажите открепление - сверьтесь с бухгалтерией и сообщите ФИО человека, который будет забирать авто. Без открепления будет взыматься штраф в размере 15 евро.

Кол-во	Лот №	Год	Марка/модель	VIN	Цена за ед.	Сумма
1	14775	2010	Toyota Camry	4T4BF3EK7AR011494	10900	10900
<i>transferred to lot 15212 VIN# 306703</i>						<i>\$ 12900</i>

Скидка (если предоставлена) 400

Издержки, взимаемые нашим банком за перевод денег 20

Произведена оплата

ИТОГО: 10520



[Signature]

Майкл Головеря,

Президент компании G Auto Sales, Inc.

received \$ 10520 (2168) 12/5/12

(16)

1. Предоплата со стороны Покупателя не является окончательной покупкой автомобиля, а гарантирует его бронирование на определенный срок, оговариваемый отдельно.

2. В случае вынесения предоплаты и несвоевременной оплаты полной стоимости автомобиля, компания G-Auto Sales, Inc. оставляет за собой право выдать купонный билет на продажу.

3. В случае расторжения договора на приобретение автомобиля со стороны Покупателя, клиент получает кредит с компанией или возмещает денежную сумму за вычетом 10% от стоимости автомобиля.

Возврат производится после продажи автомобиля другим клиенту.

4. Резервировать автомобиль не имеет компания G-Auto Sales, Inc. Покупатель подтверждает, что ознакомился с правилами оформления сделки купли-продажи автомобиля и согласен с ними.

Банковские отсрочки и комиссии от всех посредников оплачиваются покупателем.

5. Компания G-Auto Sales, Inc. гарантирует безопасность и надежность приобретаемого автомобиля.

6. Покупатель должен предоставить достоверные и подтвержденные на 5 рабочих дней в бухгалтерии компании.

7. Клиент обязуется оплатить все расходы, связанные с продажей автомобиля.

Благодарим за сотрудничество!

Если у Вас возникли вопросы по оплате, пишите на email: account@globalautousa.com



G-Auto Sales, Inc.

www.GlobalAutoUSA.com

www.GAUTOUSA.com

G Auto Sales Inc.

150-1 Carriage Lane, Delran, NJ 08075

+ 7 (495) 721 8449

+ 7 (812) 336-4264

kotkacars@gmail.com

cars@globalautousa.com

Дата 11/29/2012

Инвойс №: 67936

Банковские реквизиты:

Название банка: Citizens Bank

Адрес банка: 1 Citizens Drive
Riverside, RI 02915

Покупатель:

ФИО: Нургазинов Кайрат

Адрес: РК

kairat_nurati@mail.ru

тел. +77771463483

№ счёта: 6236012168

ABA: 036076150

SWIFT CODE: CTZIUS33

Убедительная просьба ко всем клиентам. После перевода денег отправляйте подтверждение (Ваше имя, сумма, номер посылки или последние 6 цифр VIN) на e-mail адрес бухгалтерии account@globalautousa.com

Перед тем как забирать свой автомобиль, обязательно закажите открепление - сверьтесь с бухгалтерией и сообщите ФИО человека, который будет забирать авто. Без открепления будет взиматься штраф в размере 15 евро.

Кол-во	Лот №	Год	Марка модель	VIN	Цена за ед	Сумма
1	15212	2010	Toyota Camry	4T1BE46K19U306703	12900	12900
				deposit	10500	10500
Скидка (если предоставлена)						
Издержки, взимаемые нашим банком за перевод денег						20
Произведена оплата						
ИТОГО:						2420



Найк Головеря,
Президент компании G Auto Sales, Inc.

1. Проверка документов
2. Проверка автомобиля
3. Проверка VIN
4. Проверка двигателя
5. Проверка коробки передач
6. Проверка тормозов
7. Проверка руля
8. Проверка сидений
9. Проверка дверей
10. Проверка багажника
11. Проверка внешнего вида
12. Проверка внутреннего оборудования
13. Проверка документов
14. Проверка оплаты
15. Проверка подписи покупателя

Благодарим за сотрудничество!

Если у Вас возникли вопросы по оплате, пишите на email. account@globalautousa.com

/On the letterhead of G-Auto Sales, Inc./

Contract-Invoice

Date: 29/11/2012
Invoice No. 67936

Bank essential elements:

Bank name: Citizens Bank
1 Citizens Drive
Riverside, RI 02915

Buyer:

Name: NURGAZINOV Kairat
Address: Republic of Kazakhstan
kairat_nura@mail.ru
Tel.: +7771463483

Account No. 6236012168
ABA: 036076150
SWIFT COD: CTZHS33

We ask all the clients: after transfer of money, send, please, confirmation (your name, sum, lot number of the last 6 numbers of VIN) to e-mail address of the Accounting Office: account@globalautosa.com

Before taking of your automobile, order release – check with the Accounting Office and inform about the name of the person who will take the auto. Without such release, the penalty in the amount of 15 Euro must be collected.

Q-ty	Lot No.	Year	Mark/Model	VIN	Unit price	Sum
1	15212	2010	TOYOTA	4T1BF46K19U306703	12900	12900
				Deposit	10500	10500
					Discount (if any)	
				Bank commission for money transfer		20
				Payment made		
				TOTAL		2420

Michael Goloberya
President of G-Auto Sales, Inc.
/signature/

/Oval stamp of G-Auto Sales, Incorporated/

1. Advance payment of the Buyer is not the final purchase of the automobile, but guarantees its reservation for a definite term stipulated separately.
2. In case of advance payment and untimely payment of the full cost of the automobile, G-Auto Sales, Inc. reserves the right to sell such automobile.
3. In case of termination of the contract for purchase of the automobile by the Buyer, a client gets credit from the company or return of money less 10% of the automobile cost. Such return is made after sale of the automobile to another client.
4. Having reserved the automobile on the website of G-Auto Sales, Inc., the Buyer confirms that he is familiarized with the rules of execution of sales/purchase of the automobile and agrees with them.
Bank commissions and commissions of bank of intermediaries are paid by the Buyer.
7. G-Auto Sales, Inc. guarantees legality of the origin of sold automobiles.
8. The client undertakes to pay for port costs and warehouse costs in Kotka City.

Thank you for your cooperation!

If you have any questions on payment, write to email: account@globalautosa.com

CERTIFICATE OF ACCURACY

This is to certify that this is a true and correct English translation of the attached copy of the original document.

Made in the City of Almaty, Republic of Kazakhstan, on this 29th day of February, 2016.

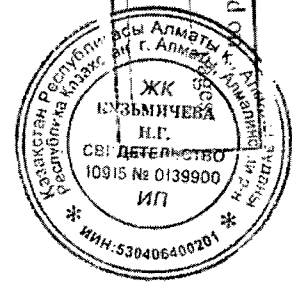
Translator Nadezhda G. Kuzmicheva _____



<Round stamp of the translator: KUZMICHEVA N.G.,
Individual Entrepreneur, Certificate Series 10915 No 0139900,
Almaty City, Republic of Kazakhstan * IIN 530406400201*>



Numbered and tied off
3/8/2001
Translator: *[Signature]*





G-Auto Sales, Inc.

www.GlobalAutoUSA.com

www.GAUTOUSA.com

G Auto Sales, Inc.

150-1 Carriage Lane, Delran, NJ 08075

DOCUMENT №

Договор-Инвойс

Дата: 10/5/2012

Инвойс №: 98324

Банковские реквизиты:

Название банка: Citizens Bank

Адрес банка: 1 Citizens Drive

Riverside, RI 02915

Покупатель:

Рзаева Ирина Владимировна

ФИО:

Рзаева Ирина Владимировна

Адрес:

РФ, г.Сыктывкар, ул.Сорвачёва, д.18, кв.1

№ счёта: 6236012168

ABA: 036076150

SWIFT CODE: CTZIUS33

Убедительная просьба ко всем клиентам. После перевода денег отправляйте подтверждение (Ваше имя, сумма, номер лота или последние 6 цифр VIN) на e-mail адрес бухгалтерии: account@globalautousa.com

Перед тем как забирать свой автомобиль, обязательно закажите открепление - сверьтесь с бухгалтерией и сообщите ФИО человека, который будет забирать авто. Без открепления будет взиматься штраф в размере 15 евро.

Кол-во	Лот №	Год	VIN	Цена за ед.	Сумма
1	15064	2011	1J4NF5F878D282296	\$15,900	\$15,900
Скидка (если предоставлена)					
Издержки, взимаемые нашим банком за перевод денег					\$20
Произведена оплата					
ИТОГО:					\$15,920



Майкл Головеря,

Президент компании G Auto Sales, Inc.

1. Предоплата со стороны Покупателя не является окончательной покупкой автомобиля, а гарантирует его бронирование на определенный срок, обговариваемый отдельно.
2. В случае внесенной предоплаты и несвоевременной доплаты полной стоимости автомобиля компания G Auto Sales, Inc. оставляет за собой право выставить нероплаченный авто на продажу.
3. В случае расторжения договора на приобретение автомобиля со стороны Покупателя, клиент получает кредит с компанией или возврат денежных средств за вычетом 10% от стоимости автомобиля. Возврат производится после продажи автомобиля другому клиенту.
4. Зарезервировав автомобиль на сайте компании G Auto Sales, Inc. Покупатель подтверждает, что ознакомился с правилами оформления сделки купли-продажи автомобиля и согласен с ними.
5. Все банковские затраты и комиссии банков-посредников оплачиваются покупателем.
6. Компания G Auto Sales, Inc. гарантирует легитимность и законность происхождения продаваемых автомобилей.
7. Покупатель должен заказать открепительное удостоверение за 5 рабочих дней в бухгалтерии компании.

Благодарим за сотрудничество!

Если у Вас возникли вопросы по оплате, пишите на email: account@globalautousa.com

/On the letterhead of G-Auto Sales, Inc./

CONTRACT-INVOICE

Date: 05.10.2012

Invoice №: 98324

BANK ESSENTIAL ELEMENTS:

Bankname: CitizensBank

Bank address: 1 Citizens Drive,
Riverside, RI 02915

BUYER: RZAEVA IRINA VLADIMIROVNA

Address Russia, Syktyvkar,
18 Sorvacheva str. Apt.1

Account №: 6236012168

ABA: 036076150

SWIFT CODE: CTZIUS33

We ask all the clients: after transfer of money, send, please, confirmation (your name, sum, lot number of last 6 numbers of VIN) to the e-mail address of the accounting office:
account@globalautousa.com

Before taking of your automobile, order release-check with the accounting office and inform about the name of the person who will take the auto. Without such release the penalty in the amount of 15 Euro must be collected.

Q-ty	Lot #	Year		VIN	Unitprice	Sum
1	15064	2011		1J4NF5FB7BD282296	\$15 900	\$15 900
Discount (if any)						
Bank commission for money transfer						\$20
Payment made						
Total:						\$15 920

/Signature/

Michael Goloverya,

President of G-Auto Sales, Inc.

/Oval stamp of G-Auto, Inc./

1. Advance payment of the buyer is not the final purchase of the automobile, but guarantees it's reservation for the definite term stipulated separately.
2. In case of advance payment and untimely payment of the full cost of the automobile, G-Auto Sales Inc. reserves the right to sell such automobile.
3. In case of termination of the contract for purchase of the automobile by the buyer, a client gets credit from the company or return of money less 10% of the automobile cost. Such return is made after sale of the automobile to another client.
4. Having reserved the automobile on the web site of G-Auto Sales, Inc., the Buyer confirms that he is familiarized with the rules of execution of sales/purchase of the automobile and agree with them.
5. Bank commissions and commissions of bank intermediaries are paid by the Buyer.
6. G-Auto Sales, Inc., guarantees legality of the origin of sold automobiles.
7. The client undertakes to pay for the port costs and warehouse costs in Kotka City

Thank you for your cooperation!

If you have any questions on payment, write to email:
account@globalautousa.com

End of Translation

"Я, Екатерина Емельевна Курасова declare and state under penalty of perjury under the laws of the United States of America that the annexed English translation is a true and accurate translation of the annexed original Russian language document."

Город Сыктывкар, Республика Коми, тринадцатого апреля две тысячи шестнадцатого года.

Барбошина Екатерина Николаевна Бар

Город Сыктывкар, Республика Коми.

Тринадцатого апреля две тысячи шестнадцатого года.

Я, Кромкина Ксения Васильевна, нотариус Сыктывкарского нотариального округа Республики Коми, свидетельствую подлинность подписи, сделанной переводчиком с русского языка на английский язык Барбошиной Екатериной Николаевной в моем присутствии. Личность ее установлена.

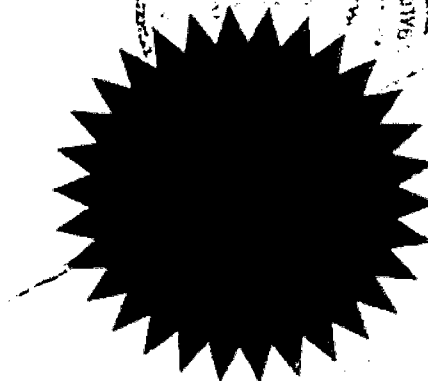
Зарегистрировано в реестре за № 2Г-1069.

Взыскано по тарифу: 500 руб. 00 коп.

В том числе взыскано за услуги правового
и технического характера: 400 руб. 00 коп.



Кромкина К.В.



02



G-Auto Sales, Inc.

www.GlobalAutoUSA.com

www.GAUTOUSA.com

G Auto Sales, Inc.

150-1 Carnegie Lane, Delran, NJ 08075

+ 7 (495) 721-8448

+ 7 (812) 335-4284

kotikarais@gmail.com

cars@globalautousa.com

Contract-Invoice

Date 22.08.2012

Invoice No. 67779

/Bank essential elements/

Bank name Citizens Bank
Bank address 1 Citizens Drive
Riverside, RI 02915

Buyer:

Name Ovchinnikov Igor

Address Khanty-Mansiysk, Obskaya st. 22/7

tel: +79028101265

olur@rambler.ru

ovigur@mail.ru

Account No 0230012168

ABA 036076150

SWIFT CODE CTZIUS33

We ask all the clients: after transfer of money, send, please, confirmation (your name, sum lot number of the lot) & numbers of VIN to e-mail: address of the Accounting Office: account@globalautousa.com

Before taking of your automobile order release, check with the Accounting Office and inform about the name of the person who will take the auto. Without such release, the penalty in the amount of 15 Euro must be collected.

Qty	Lot No	Year	Mark/Model	VIN	Unit price	Sum
1	15095	2009	GMC Acadia	1GKLVNED5AJ138200	28900	28900
				deposit:	27500	27500
				Discount (if any)		
				Bank commission for money transfer		20
				Payment made		
				TOTAL:		1420



Official stamp of G-Auto Sales, Inc. incorporated

signature

Michael Goloberya,
President of G-Auto Sales, Inc.

1. Advance payment of the Buyer is not the final purchase of the automobile, but guarantees its reservation for a definite term, stipulated separately.
2. In case of advance payment and untimely payment of the full cost of the automobile, G Auto Sales, Inc. reserves the right to sell such automobile.
3. In case of termination of the contract for purchase of the automobile by the Buyer, a client gets credit from the company or return of money, less 10% of the automobile cost. Such return is made after sale of the automobile to another client.
4. Having reserved the automobile on the website of G Auto Sales, Inc. the Buyer confirms that he is familiarized with the rules of execution of sales/purchase of the automobile and agrees with them.
5. Bank commissions and commissions of bank of intermediaries are paid by the Buyer.
6. G Auto Sales, Inc. guarantees legality of the origin of sold automobiles.
7. The buyer should to order an insurance certificate for 3 days in the company's accounting department.
8. The client undertakes to pay for port costs and warehouse costs in Kotka City.

Thank you for your cooperation!

If you have any questions on payment, write to email: account@globalautousa.com

CERTIFICATE OF ACCURACY

This is to certify that this is a true and correct English translation of the attached of the original document.

"I Gulbakhor Eshmuratova declare and state under penalty of perjury under the laws of the United States of America that the annexed English translation is a true and accurate translation of the annexed original Russian language document"

Made in Khanty-Mansiysk, Khanty-Mansi Autonomous okrug-Yugra, Tyumen Region, Russian Federation, on this 05th day of May, 2016.

Translator Gulbakhor B. Eshmuratova _____

Текст с русского на английский язык перевела
Эшмуратова Гулбахор Бомуротовна. _____



G-Auto Sales, Inc.

Договор-Инвойс

www.GlobalAutoUSA.com

www.GAUTOUSA.com

G Auto Sales, Inc.

150-1 Carriage Lane, Delran, NJ 08075

+ 7 (495) 721-8449

+ 7 (812) 336-4264

kotkacars@gmail.com

cars@globalautousa.com

Дата: 8/22/2012

Инвойс №: 67779

Банковские реквизиты:

Название банка: Citizens Bank

Адрес банка: 1 Citizens Drive
Riverside, RI 02915

Покупатель:

ФИО: Овчинников И.Ю.

Адрес: г. Ханты-Мансийск ул. Обская, д.22 кв.7

Телефон: +79028141265

oiur@rambler.ru

ovigur@mai

№ счёта: 6236012168

ABA: 036076150

SWIFT CODE: CTZIUS33

Убедительная просьба ко всем клиентам. После перевода денег отправляйте подтверждение (Ваше имя, сумма, номер лота или последние 6 цифр VIN) на e-mail адрес бухгалтерии: account@globalautousa.com

Перед тем как забирать свой автомобиль, обязательно закажите открепление - сверьтесь с бухгалтерией и сообщите ФИО человека, который будет забирать авто. Без открепления будет взиматься штраф в размере 15 евро.

Кол-во	Лот №	Год	Марка/модель	VIN	Цена за ед.	Сумма
1	15095	2009	GMC Acadia	1GKLVNED6AJ138200	28900	28900
				deposit	27500	27500
Скидка (если предоставлена)						
Издержки, взимаемые нашим банком за перевод денег						20
Произведена оплата						
ИТОГО:						1420



Майкл Головеря,
Президент компании G Auto Sales, Inc.

1. Предоплата со стороны Покупателя не является окончательной покупкой автомобиля, а гарантирует его бронирование на определенный срок, обговариваемый отдельно.
2. В случае внесенной предоплаты и несвоевременной доплаты полной стоимости автомобиля, компания G Auto Sales, Inc. оставляет за собой право выставить неоплаченный авто на продажу.
3. В случае расторжения договора на приобретение автомобиля со стороны Покупателя, клиент получает кредит с компанией или возврат денежных средств за вычетом 10% от стоимости автомобиля. Возврат производится после продажи автомобиля другому клиенту.
4. Зарезервировав автомобиль на сайте компании G Auto Sales, Inc. Покупатель подтверждает, что ознакомился с правилами оформления сделки купли-продажи автомобиля и согласен с ними.
5. Все банковские затраты и комиссии банков-посредников оплачиваются покупателем.
6. Компания G Auto Sales, Inc. гарантирует легитимность и законность происхождения продаваемых автомобилей.
7. Покупатель должен заказать открепительное удостоверение за 5 рабочих дней в бухгалтерии компании.
8. Клиент обязуется оплатить портовые расходы и расходы по складу в г. Котка.

Благодарим за сотрудничество!

Если у Вас возникли вопросы по оплате, пишите на email: account@globalautousa.com



G-Auto Sales, Inc.

Договор-Инвойс

www.GlobalAutoUSA.com

www.GAUTOUSA.com

G Auto Sales, Inc.

150-1 Carriage Lane, Delran, NJ 08075

+ 7 (495) 721-8449

+ 7 (812) 336-4264

kotkacars@gmail.com

cars@globalautousa.com

Дата: 8/22/2012

Инвойс №: 67779

2A/AZ *(L)*

Банковские реквизиты:

Название банка: Citizens Bank

Адрес банка: 1 Citizens Drive
Riverside, RI 02915

Покупатель:

ФИО: Овчинников И.Ю.

Адрес: г. Ханты-Мансийск ул. Обская, д.22 кв.7

Телефон: +79028141265

oiur@rambler.ru

№ счёта: 6236012168

ABA: 036076150

SWIFT CODE: CTZIUS33

Убедительная просьба ко всем клиентам. После перевода денег отправляйте подтверждение (Ваше имя, сумма, номер лота или последние 6 цифр VIN) на e-mail адрес бухгалтерии: account@globalautousa.com

Перед тем как забирать свой автомобиль, обязательно закажите открепление - сверьтесь с бухгалтерией и сообщите ФИО человека, который будет забирать авто. Без открепления будет взиматься штраф в размере 15 евро.

Кол-во	Лот №	Год	Марка/модель	VIN	Цена за ед.	Сумма
1	3179	2012	GMC Acadia	1GKKVRED7CJ311860	19900	19900
<i>transferred to lot 15095 VIN # 138200</i>						<i>828900</i>
Скидка (если предоставлена)						
Издержки, взимаемые нашим банком за перевод денег						20
Произведена оплата						
ИТОГО:						19920



(Signature)

Майкл Головеря,

Президент компании G Auto Sales, Inc.

35

1. Предоплата со стороны Покупателя не является окончательной покупкой автомобиля, а гарантирует его

бронирование на определенный срок, обговариваемый отдельно.

2. В случае внесенной предоплаты и несвоевременной доплаты полной стоимости автомобиля, компания G Auto Sales, Inc. оставляет за собой право выставить неоплаченный авто на продажу.

3. В случае расторжения договора на приобретение автомобиля со стороны Покупателя, клиент получает кредит с компанией или возврат денежных средств за вычетом 10% от стоимости автомобиля.

Возврат производится после продажи автомобиля другому клиенту.

4. Зарезервировав автомобиль на сайте компании G Auto Sales, Inc. Покупатель подтверждает, что ознакомился с правилами оформления сделки купли-продажи автомобиля и согласен с ними.

5. Все банковские затраты и комиссии банков-посредников оплачиваются покупателем.

6. Компания G Auto Sales, Inc. гарантирует легитимность и законность происхождения продаваемых автомобилей.

7. Покупатель должен заказать открепительное удостоверение за 5 рабочих дней в бухгалтерии компании.

8. Клиент обязуется оплатить портовые расходы и расходы по складу в г. Котка

received \$ 19920 (2168) 8/23/12

received \$ 1620 (2168) 10/2/12

received \$ 1420 (2168) 10/18/12

5.8ea

Благодарим за сотрудничество!

Если у Вас возникли вопросы по оплате, пишите на email: account@globalautousa.com



G-Auto Sales, Inc. Договор-Инвойс

www.GlobalAutoUSA.com

www.GAUTOUSA.com

G Auto Sales, Inc.

150-1 Carriage Lane, Delran, NJ 08075

+ 7 (495) 721-8449

+ 7 (812) 336-4264

sales@globalautousa.com

cars@globalautousa.com

Дата: 24/10/2012

Инвойс №: W4722

Банковские реквизиты:

Название банка: Citizens Bank

Адрес банка: 1 Citizens Drive
Riverside, RI 02915

Покупатель:

ФИО: Некипелов Денис Николаевич

Адрес: СПб пр-т Наставников 45-1-183

9112717070

nekipelov@inbox.ru

№ счёта: 6236012168

ABA: 036076150

SWIFT CODE: CTZIUS33

Убедительная просьба ко всем клиентам. После перевода денег отправляйте подтверждение (Ваше имя, сумма, номер лота или последние 6 цифр VIN) на e-mail адрес бухгалтерии: account@globalautousa.com

Перед тем как забирать свой автомобиль, обязательно закажите открепление - сверьтесь с бухгалтерией и сообщите ФИО человека, который будет забирать авто. Без открепления будет взыматься штраф в размере 15 евро.

Кол-во	Лот №	Год	Марка/модель	VIN	Цена за ед.	Сумма
1	14653	2009	Mercedes-Benz C300	WDDGF81X49R073295	19,900	19,900
Скидка (если предоставлена)						
Издержки, взимаемые нашим банком за перевод денег						20
Произведена оплата						
ИТОГО:						19,920



Майкл Головеря,

Президент компании G Auto Sales, Inc.

1. Предоплата со стороны Покупателя не является окончательной покупкой автомобиля, а гарантирует его бронирование на определенный срок, обговариваемый отдельно.
2. В случае внесенной предоплаты и несвоевременной доплаты полной стоимости автомобиля компания G Auto Sales, Inc. оставляет за собой право выставить неоплаченный авто на продажу.
3. В случае расторжения договора на приобретение автомобиля со стороны Покупателя, клиент получает кредит с компанией или возврат денежных средств за вычетом 10% от стоимости автомобиля. Возврат производится после продажи автомобиля другому клиенту.
4. Зарезервированное автомобиль на сайте компании G Auto Sales Inc. Покупатель подтверждает, что ознакомился с правилами оформления сделки купли-продажи автомобиля и согласен с ними.
5. Все банковские затраты и комиссии банков-посредников оплачиваются покупателем.
6. Компания G Auto Sales Inc. гарантирует легитимность и законность происхождения продаваемых автомобилей.
7. Клиент обязуется оплатить портовые сборы и расходы по складу в г. Котка.
8. Покупатель должен заказать открепительное удостоверение за 5 рабочих дней в бухгалтерии компании.

Благодарим за сотрудничество!

Если у Вас возникли вопросы по оплате, пишите на email: account@globalautousa.com



G-Auto Sales, Inc.

www.GlobalAutoUSA.com

www.GAUTOUSA.com

G Auto Sales, Inc.

150-1 Carriage Lane, Delran, NJ 08075

+ 7 (495) 721-8449

+ 7 (812) 336-4264

sales@globalautousa.com

cars@globalautousa.com

Дата: 24/10/2012

Инвойс №: W4722

(Z)

Банковские реквизиты:

Название банка: Citizens Bank

Адрес банка: 1 Citizens Drive

Riverside, RI 02915

Покупатель:

ФИО: Некипелов Денис Николаевич

Адрес: СПб пр-т Наставников 45-1-183

9112717070

nekipelov@inbox.ru

№ счёта: 6236012168

ABA: 036076150

SWIFT CODE: CTZIUS33

Убедительная просьба ко всем клиентам. После перевода денег отправляйте подтверждение (Ваше имя, сумма, номер лота или последние 6 цифр VIN) на e-mail адрес бухгалтерии: account@globalautousa.com

Перед тем как забирать свой автомобиль, обязательно закажите открепление - сверьтесь с бухгалтерией и сообщите ФИО человека, который будет забирать авто. Без открепления будет взиматься штраф в размере 15 евро.

Кол-во	Лот №	Год	Марка/модель	VIN	Цена за ед.	Сумма
1	14653	2009	Mercedes-Benz C300	WDDGF81X49R073295	19,900	
Скидка (если предоставлена)						
Издержки, взимаемые нашим банком за перевод денег						20
Произведена оплата						
ИТОГО:						19,920



(Signature)

Майкл Головеря,

Президент компании G Auto Sales, Inc.

received # 19900 (2168) 10/25/12

30

Благодарим за сотрудничество!

Если у Вас возникли вопросы по оплате, пишите на email: account@globalautousa.com

released lot 14653 vin # 073295 12/10/12

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----X
GLOBAL AUTO, INC., *et al.*,

Plaintiffs,

-against-

MICHAEL HITRINOV, a/k/a MICHAEL
KHITRINOV, *et al.*,

Defendants.
-----X

TOWNES, United States District Judge:

In April 2013, plaintiffs Global Auto, Inc. ("Global"), G Auto Sales ("GAS") and Effect Auto Sales, Inc. ("EAS") (collectively, "Plaintiffs") – all of which are New Jersey corporations allegedly engaged in internet sales of automobiles to Europeans – commenced this maritime action against Empire United Lines, Co., Inc. ("EUL"); its principal, Michael Hitrinov a/k/a Michael Khitrinov ("Hitrinov"); and Mediterranean Shipping Company (USA), Inc. ("MSC USA") (collectively, "Defendants"), which were involved in shipping the cars to Europe. In their complaint, Plaintiffs principally allege that Defendants unlawfully seized certain automobiles owned by Plaintiffs and their customers and request, *inter alia*, the release of those vehicles. Eleven of Plaintiffs' customers (the "Applicants"), all of whom are citizens of either Russia or Kazakhstan and some of whom allegedly own one of the vehicles, now move to intervene in this action pursuant to Rules 24(a) and 24(b) of the Federal Rules of Civil Procedure. For the reasons set forth below, that motion is denied.

BACKGROUND

Unless otherwise indicated, the following facts are drawn from the Plaintiffs' complaint in this action (the "Complaint") and are not in dispute. Plaintiffs are engaged in the business of

FILED
IN CLERK'S OFFICE
U.S. DISTRICT COURT E.D.N.Y.
★ NOV 7 - 2013 ★

BROOKLYN OFFICE
MEMORANDUM AND ORDER

13-CV-2479 (SLT)(RER)

selling automobiles via the internet to individuals residing in countries comprising the Commonwealth of Independent States ("CIS"). EUL, a New York corporation with its principal place of business in Brooklyn, is a Non-Vessel Operating Common Carrier ("NVOCC") licensed by, and subject to regulation by, the Federal Maritime Commission. MSC USA is the United States agent for Mediterranean Shipping Company S.A. ("MSC"), a shipping company. EUL and MSC have entered into a "Service Agreement," which obligates EUL to ship, and MSC to carry, a certain minimum volume of freight over a set period at a set rate.

Between March 2010 and December 2012, Plaintiffs utilized the services of EUL (and, by virtue of the Service Agreement, the services of MSC) in shipping cars to Europe. Some of those cars were owned by Plaintiffs, but others "had already been paid for, in whole or in part[,] by Plaintiffs' clients." Complaint, ¶ 34. The cars were delivered to EUL's facilities in Elizabeth, New Jersey, loaded into shipping containers, and shipped via MSC vessels to Finland. There, the cars were unloaded and stored in a warehouse owned by Carcont, Ltd. – an entity which, Plaintiffs allege on information and belief, is wholly owned by Hitrinov. *Id.*, ¶ 44.

In addition to providing these shipping services, EUL helped to finance Plaintiffs' purchase of cars, loaning one or more of Plaintiffs or Plaintiffs' principals thousands of dollars. The parties to this action agree on how much was loaned (\$450,120.00); exactly when the loans were extended (five dates beginning on Sept. 20, 2010, and ending with two loans on Dec. 13, 2011); and the interest rate (18% annually or 1½% per month). However, the parties disagree as to whom the loans were made. Plaintiffs maintain that Global alone borrowed the money, while Hitrinov claims that the loan was made to one Sergey Kapustin, and that Kapustin and his wife, Irina, control all three of the Plaintiffs.

Sometime in the fourth quarter of 2012, the parties' relationship soured for reasons which remain in dispute. EUL demanded that Plaintiffs immediately re-pay the loans and seized the cars that were still in their possession. *Id.*, ¶¶ 58, 60-61. Plaintiffs allege that at or about the time of this seizure, Carcont's warehouse contained a total of 43 cars which had been shipped to Finland by Plaintiffs: 37 shipped by EAS, 5 shipped by Global, and 1 shipped by GAS. *Id.*, ¶¶ 51, 54, 56. In addition, Plaintiffs allege that EUL's Elizabeth warehouse contained another 20 cars owned by EAS. *Id.*, ¶ 52. All of the vehicles are specifically described in Exhibits C-1, C-2 and C-3 (collectively, "Exhibit C") to the Complaint.

Plaintiffs' Complaint and Motion for Preliminary Injunctive Relief

In late April 2013, Plaintiffs commenced this action. Although the Complaint principally alleges federal question jurisdiction – stating that this action is brought pursuant to the Carriage of Goods by Sea Act ("COGSA"), 46 U.S.C. § 30701; the Shipping Act of 1984, 46 U.S.C. § 40101, *et seq.*; and "the court's original jurisdiction in maritime matters," Complaint, ¶ 16 – the Complaint also alleges that this Court has diversity jurisdiction because Defendants are New York entities, while all three Plaintiffs reside in New Jersey. The Complaint seeks not only compensatory and punitive damages, but also "[i]njunctive relief . . . including but not limited to an order compelling the release of the vehicles and restraining the defendants from withholding the vehicles from their rightful owners" Complaint at 23.

On May 6, 2013, Plaintiffs moved for a temporary restraining order and preliminary injunction, seeking a mandatory injunction directing Defendants to release, or cause the storage facilities having possession of the cars to release, the automobiles listed in Exhibit C to the Complaint. In support of their motion, Plaintiffs filed three nearly identical declarations: one

from Irina Kapustina, allegedly the President of EAS; one from Sergey Kapustin, allegedly the President of Global; and one from Mikhail Goloverya, allegedly the President of GAS. All three declarations state that, on various dates between March 2010 and December 2012, the declarant entered into multiple separate contracts with EUL to ship vehicles to Finland. At the time the vehicles were delivered to EUL, the vehicles had already been “pre-sold to customers overseas.” Kapustina Dec., ¶ 6; Kapustin Dec., ¶ 6; Goloverya Dec., ¶ 6. The contracts of sale for the vehicles provided that if Plaintiffs failed to make delivery within a reasonable time, customers could cancel their contracts and receive a refund of the purchase price. Kapustina Dec., ¶ 7; Kapustin Dec., ¶ 7; Goloverya Dec., ¶ 7. Some of those contracts also provided that the Plaintiff would pay a penalty for non-performance. *Id.*

Each of the declarations states that “most” of the overseas customers “pre-paid the purchase prices of their respective vehicles” in advance of delivery. Kapustina Dec., ¶ 6; Kapustin Dec., ¶ 6; Goloverya Dec., ¶ 6. However, those same declarations state that EUL and Hitrinov have contacted Plaintiffs’ customers and offered to sell them the vehicles “at a radical discount.” Kapustina Dec., ¶ 16; Kapustin Dec., ¶ 16; Goloverya Dec., ¶ 14. According to the declarations, these offers were made with the expectation that any amounts recovered would be applied to repaying debts owed to EUL by Plaintiffs. *Id.*

In a declaration included in Defendants’ response to Plaintiffs’ motion for injunctive relief, Hitrinov denies having contacted any of Plaintiffs’ customers. Declaration of Michael Hitrinov, dated May 23, 2013 (the “Hitrinov Declaration”), ¶ 40. However, Hitrinov admits to having directed that Plaintiffs’ vehicles be removed from Carcont’s facilities in Finland and “sold to third party buyers to satisfy [P]laintiffs’ indebtedness to EUL.” *Id.* Hitrinov further

states that as of May 23, 2013, all but two of these vehicles had been sold to buyers in CIS countries. *Id.* Hitrinov does not specifically identify the two remaining vehicles. In addition, Hitrinov states that EUL's Elizabeth warehouse still contains 16 vehicles owned by Plaintiffs, but that EUL does not have title documents for any of these vehicles. *Id.*, ¶ 42. Hitrinov's declaration does not identify any of these vehicles.

At a hearing on June 4, 2013, this Court denied Plaintiffs' motion for injunctive relief. Although this Court's order to show cause dated May 8, 2013, directed Plaintiffs to serve Defendants with the papers on which Plaintiffs' motion for preliminary injunctive relief was based, Plaintiffs have not filed any proof of service indicating that the Complaint has been served on Defendants. Defendants have not yet answered or otherwise responded to the Complaint.

The Motion to Intervene

In papers originally filed on June 28, 2013, and amended on July 17, 2013, Applicants move to intervene in this action pursuant to Rules 24(a) and 24(b) of the Federal Rules of Civil Procedure. Eight of the Applicants – Ardak Akishev, Zhandos Aliakparov, Alexey Batalov, Evgeniy Kondratuk, Eduard Lisitsin, Viktor Maniashin, Yuriy Yamkoviy and Alla Yamkovaya – are represented by a New Jersey attorney, Anna V. Brown. The three other Applicants – Igor Glazunov, Irina Glazunova and Mikhail Matveev – are represented by a Minnesota attorney, Nadia Wood.¹

According to a memorandum of law which Ms. Brown and Ms. Wood jointly filed in support of their motion, Applicants are eleven of "hundreds, if not thousands" of victims of a

¹ Although neither Ms. Brown nor Ms. Wood are admitted to practice in the United States District Court for the Eastern District of New York, both have been granted permission to proceed before this Court *pro hac vice*.

fraudulent scheme hatched by Sergey Kapustin and his wife, Irina Kapustina (collectively, the "Kapustins"). Amended Memorandum of Law in Support of Motion to Intervene ("Applicants' Memo") at 1-2. That scheme allegedly involves using "slick Internet websites" to advertise cars which are purported to be "new" or in "good condition" at "just slightly under the market value," thereby inducing unwitting customers to wire money to the Kapustins in order to "purchase" one of the cars. *Id.* However, according to the Applicants' Memo, most of the customers never receive a vehicle or a refund, while a few receive flooded or salvaged vehicles. *Id.* at 2.

All eleven of the Applicants are alleged to have wired money to the Kapustins, but to have received no vehicles. *Id.* Six of the eleven Applicants – Kondratuk, Lisitsin, Maniashin, Matveev, Yamkoviyy and his wife, Yamkovaya – are specifically alleged to have purchased one of the automobiles listed in Exhibit C to the Complaint. *Id.* at 5-6. The body of the Applicants' Memo does not specifically mention the other five Applicants, much less allege that they have cognizable property interests in the specific cars discussed in Exhibit C to the Complaint. *Id.* at 2.

Along with Applicants' Memo, Applicants have submitted a 68-page proposed pleading, entitled "Intervenors' Complaint." That proposed pleading does not discuss any of the claims raised in the Complaint, much less identify claims for which intervention is sought. Rather, it is in the nature of a cross-claim against Plaintiffs, setting forth 16 causes of action which Applicants propose to bring against Plaintiffs, the Kapustins, Goloverya, and three other individuals allegedly affiliated with Plaintiffs. Unlike the Complaint, the proposed pleading does request a mandatory injunction directing Plaintiffs to relinquish the vehicles, but requests "equitable relief requiring [Plaintiffs to] disgorge and pay back all sums they have collected from [Applicants]." Intervenors' Complaint at 67.

In their opposition to the motion to intervene, Plaintiffs have submitted an affidavit from Sergey Kapustin, who purports to be the President of Global. In that affidavit, Kapustin confirms that Kondratuk, Lisitsin, Maniashin, Matveev, Yamkoviy have all purchased specific vehicles from Global, and that all but one of the cars were shipped via EUL to Carcont's warehouse in Finland. Affidavit of Sergey Kapustin, dated Aug. 12, 2013 ("Kapustin Affidavit"), ¶ 23. Matveev's car was never shipped and, according to Kapustin, remains in EUL's warehouse in Elizabeth. *Id.*, ¶ 23(F).

According to Kapustin, Batalov also purchased a specific automobile from Global, which was shipped via EUL to Carcont's warehouse in Finland. *Id.*, ¶ 23(C). Another Applicant, Akishev, purchased a specific vehicle but subsequently cancelled his purchase and entered into a repayment agreement, in which Global agreed to refund the purchase price in installments. *Id.*, ¶ 23(G). Yet another Applicant, Glazunov, placed an order for a specific automobile which was never procured, allegedly because of delays in the transfer of funds to Global. *Id.*, ¶ 23(H). Kapustin claims that he has offered to refund the full purchase price to Glazunov, but that the offer was refused by Wood, who is demanding both the purchase price and attorneys' fees. *Id.*

The Kapustin Affidavit does not specifically mention the remaining three Applicants: Aliakparov, Yamkovaya and Glazunova. However, the affidavit specifically alleges that Global has purchased "vehicles at issue" for all of the Applicants except Akishev and Glazunov, and that these vehicles were either shipped to the Carcont warehouse in Finland or remain in EUL's warehouse in Elizabeth. *Id.*, ¶ 22. Kapustin claims that he has requested "[a]n accounting of status and location of these vehicles" on several occasions, but that none has been provided. *Id.*, ¶ 24.

Although Plaintiffs do not contest the timeliness of Applicants' motion and tacitly admit that most of the Applicants have a property interest in the vehicles at issue in this case, Plaintiffs oppose the motion to intervene on two grounds. First, Plaintiffs' Memorandum of Law in Opposition to the Motion to Intervene ("Plaintiffs' Memo") asserts in a point heading that "Applicants' rights will not be impaired as a result of this action." Plaintiffs' Memo at 4. However, the text below that point heading contains no analysis of whether disposition of this action may, as a practical matter, impair or impede the Applicants' ability to protect their interests.

Second, Plaintiffs argue that Applicants' motion fails to "explain why Plaintiffs will not adequately represent Applicants' interests in this litigation." *Id.* at 5. Plaintiffs argue that Applicants "offer no reason why Plaintiffs would not vigorously pursue" the claims against Defendants, apart from "the unsubstantiated accusation that Plaintiffs run a fraudulent scheme, not a legitimate business operation." *Id.* (internal quotations omitted). In addition, Plaintiffs argue that permissive intervention is unwarranted, asserting that Applicants and Plaintiffs have "identical objectives" in this action and that Applicants will "inundate the Court with needless paper and argument." *Id.* at 5-6.

In their Reply Memorandum of Law in Support of the Motion to Intervene (the "Reply Memo"), Applicants acknowledge that "where the parties share the same ultimate objective," there is "a presumption that a party already in action will adequately represent intervenor's interests." Reply Memo at 2 (citing *Butler, Fitzgerald & Potter v. Sequa Corp.*, 250 F.3d 171, 180 (2d Cir. 2001)). However, Applicants argue that Plaintiffs do not share their "ultimate objective" because Plaintiffs seek only to recover the vehicles seized by Defendants, while

Applicants seek to recover “treble damages and attorneys’ fees” from Plaintiffs, not the Defendants. *Id.* at 2-3. In addition, Applicants argue that, even if there were a presumption that Plaintiffs would adequately represent Applicants’ interests, that presumption would be overcome because Applicants are “actively trying to sue” Plaintiffs, “coupled with possible collusion of interests between [Plaintiffs and Defendants], as well as baffling incompetency of counsel for [Plaintiffs].” *Id.* at 3.

DISCUSSION

Rule 24 of the Federal Rules of Civil Procedure, which governs intervention in federal actions, distinguishes between two kinds of intervention: Intervention of Right, which is addressed in Rule 24(a), and Permissive Intervention, which is addressed in Rule 24(b). In this case, Applicants move to intervene pursuant to both Rule 24(a) and 24(b). Since the law relating to the two kinds of intervention is different, this Court will begin by addressing Intervention of Right.

Intervention of Right

Rule 24(a) provides:

On timely motion, the court must permit anyone to intervene who:
(1) is given an unconditional right to intervene by a federal statute;
or (2) claims an interest relating to the property or transaction that
is the subject of the action, and is so situated that disposing of the
action may as a practical matter impair or impede the Applicant’s
ability to protect its interest, unless existing parties adequately
represent that interest.

Applicants do not assert that there exists a federal statute which gives them an unconditional right to intervene in this case, but argue that they have a right to intervene under Rule 24(a)(2).

Under Rule 24(a)(2), a court must permit an applicant to intervene when: “(1) the motion is timely; (2) the applicant asserts an interest relating to the property or transaction that is the subject of the action; (3) the applicant is so situated that without intervention, disposition of the action may, as a practical matter, impair or impede the applicant’s ability to protect its interest; and (4) the applicant’s interest is not adequately represented by the other parties.” *MasterCard Int’l Inc. v. Visa Int’l Serv. Ass’n, Inc.*, 471 F.3d 377, 389 (2d Cir. 2006). “All four parts of the test must be satisfied to qualify for intervention as of right.” *Wash. Elec. Coop., Inc. v. Mass. Mun. Wholesale Elec. Co.*, 922 F.2d 92, 96 (2d Cir. 1990). Moreover, in this Circuit, the burden of persuasion rests entirely on the applicant, who must “(1) timely file an application, (2) show an interest in the action, (3) demonstrate that the interest may be impaired by the disposition of the action, and (4) show that the interest is not protected adequately by the parties to the action.” *Brennan v. N.Y.C. Bd. of Educ.*, 260 F.3d 123, 128-29 (2d Cir. 2001) (quoting *New York News, Inc. v. Kheel*, 972 F.2d 482, 485 (2d Cir. 1992)).²

In this case, Plaintiffs essentially concede that Applicants have met their burden with respect to the first three parts of the four-part test. Plaintiffs do not contest the timeliness of Applicants’ motion to intervene. Plaintiffs also admit that most of the Applicants have a property interest in the vehicles at issue in this case, even though there is (1) evidence that

² Some Circuit Courts of Appeals and commentators have interpreted the 1966 amendments to Rule 24(a)(2) – which, *inter alia*, replaced language requiring an applicant to show that the representation of the existing parties “is or may be inadequate” with language permitting intervention “unless existing parties adequately represent” the intervenor’s interests – as shifting the burden of persuasion on the fourth element to the opponents of intervention. See 7C Charles Alan Wright, Arthur R. Miller & Mary Kay Kane, *Fed. Practice & Procedure* § 1909 (3d ed. 2007), and cases cited in footnote 6 therein. The Second Circuit, however, has expressly held that “[u]nder Rule 24(a)(2) the purported intervenor must show that its interest is not adequately represented.” *United States v. Pitney Bowes, Inc.*, 25 F.3d 66, 70 (2d Cir. 1994).

Akishev, who initially purchased a specific vehicle from Global, subsequently cancelled his purchase; (2) evidence that Glazunov's order for a specific automobile was never filled; and (3) no evidence that Aliakparov, Yamkovaya or Glazunova ever owned one of the cars at issue.

Plaintiffs' Memo does contain a point heading which asserts that "Applicants' rights will not be impaired as a result of this action." Plaintiffs' Memo at 4. However, the text below that point heading contains no analysis of whether disposition of this action may, as a practical matter, impair or impede the Applicants' ability to protect their interests. Although there is evidence that Hitrinov has already sold all but two of the cars which were shipped to Finland, Plaintiffs make no effort to demonstrate that Applicants' vehicles were among the cars already sold. In the absence of any argument on this point, this Court will assume for purposes of this memorandum and order that Applicants can demonstrate that their interests may be impaired by the disposition of this action and will proceed to the one issue that Plaintiffs contest: whether Applicants have met their burden of showing that their interests are not protected adequately by the parties to the action.

The Adequacy of Plaintiffs' Representation

"[T]he burden to demonstrate inadequacy of representation is generally speaking 'minimal.'" *Butler, Fitzgerald & Potter v. Sequa Corp.*, 250 F.3d 171, 179 (2d Cir. 2001) (quoting *Trbovich v. United Mine Workers*, 404 U.S. 528, 538 n. 10 (1972)). However, the Second Circuit has required a "more rigorous showing of inadequacy in cases where the putative intervenor and a named party have the same ultimate objective." *Id.* at 179 (citing *Wash. Elec. Coop.*, 922 F.2d at 98). Under such circumstances, "the movant to intervene must rebut the presumption of adequate representation by the party already in the action." *Id.* at 179-80; *see U.S.*

Postal Svc. v. Brennan, 579 F.2d 188, 191 (2d Cir. 1978) (“The applicant must at least overcome the presumption of adequate representation that arises when it has the same ultimate objective as a party to the existing suit.”).

There is no “hard-and-fast rule of what form of showing must be made to rebut a presumption of adequate representation.” *Id.* at 180. The Second Circuit has expressed general agreement with other courts which have held “that evidence of collusion, adversity of interest, nonfeasance, or incompetence may suffice to overcome the presumption of adequacy.” *Id.* (citing *United States v. Int’l Bus. Machs. Corp.*, 62 F.R.D. 530, 538 (S.D.N.Y. 1974), and *Daggett v. Comm’n on Governmental Ethics & Election Practices*, 172 F.3d 104, 111 (1st Cir. 1999)). However, the Second Circuit has also made it clear that the presumption cannot be overcome merely by showing that the putative intervenor has a different motive than any of the parties already in the action. For example, in *Washington Electric Cooperative, Inc. v. Massachusetts Municipal Wholesale Electric Co.*, *supra*, the Vermont Department of Public Service, a state agency involved in supervising and regulating electrical cooperatives, sought to intervene in an action brought by one of those cooperatives to recoup amounts paid to an electrical wholesaler under a void sales agreement. The district court denied the motion to intervene. On appeal, the Second Circuit affirmed that decision, stating:

[Plaintiff] and [putative intervenor] may have differing motives for recovering the money paid to [defendant]; the former wants the money back for itself, while the latter wants to assure that money due consumers is returned to them. However, a putative intervenor’s interest is not inadequately represented merely because its motive to litigate is different from that of a party to the action.

Wash. Elec. Coop., 922 F.2d at 98 (bracketed material added).

In this case, Plaintiffs and Applicants may have different motives, but they have the same objective. They both seek to force Defendants to release, or otherwise compensate them for, the cars listed in Exhibit C of the Complaint. Indeed, the Complaint expressly seeks injunctive relief “including but not limited to an order compelling the release of the vehicles and restraining the defendants from withholding the vehicles from their rightful owners.” Complaint at 23. The Complaint further alleges that some of the vehicles shipped to Finland “had already been paid for, in whole or in part[,] by Plaintiffs’ clients,” and that Plaintiff has a “contractual obligation . . . to ensure that the automobiles [are] . . . released to Plaintiffs’ clients.” Complaint at ¶ 34. While Plaintiffs’ pleading does not state which of the vehicles listed in Exhibit C of the Complaint are owned by their clients, Global’s President provides those specifics in his affidavit in opposition to the instant motion. *See* Kapustin Affidavit, ¶ 23. Indeed, Kapustin not only confirms Applicants’ claims that Kondratuk, Lisitsin, Maniashin, Matveev, Yamkoviy have all purchased specific vehicles from Global, *id.*, but volunteers that another car, which was not even mentioned in Applicants’ Memo, is owned by Batalov. *Id.* at ¶ 23(C).

In arguing that Plaintiffs do not share their “ultimate objective,” Applicants look beyond the claims currently at bar to the cross-claims they plan to file if permitted to intervene in this action. Applicants concede that Plaintiffs seek to recover from Defendants “for what they allege was illegal seizure of vehicles.” Reply Memo at 2. However, Applicants claim that their objective is to recover from Plaintiffs, not from Defendants, “treble damages and attorneys’ fees for violations of New Jersey consumer protection laws.” *Id.* at 3.

While that may well be Applicants’ objective in the cross-claims they intend to file, that objective is irrelevant to the intervention analysis. For purposes of Rule 24(a)(2), the question is

whether Plaintiffs and Applicants have the same objective in the action currently before this Court. Since this Court finds that they do, Plaintiffs are presumed to adequately represent Applicants' interests.

To be sure, "evidence of collusion, adversity of interest, nonfeasance, or incompetence may suffice to overcome the presumption of adequacy." *Butler, Fitzgerald & Potter*, 250 F.3d at 180. However, Applicants provide no such evidence. Rather, Applicants claim that Plaintiffs may have adverse interests because Applicants are "actively trying to sue" Plaintiffs; speculate that loans from Defendants to one or more of the Plaintiffs suggests "possible collusion of interests between [Plaintiffs and Defendants]" and accuse Plaintiffs' counsel of "baffling incompetency." Reply Memo at 3.

Even if Applicants' speculation and *ad hominem* attacks could suffice to establish adversity of interest, collusion or incompetence, Applicants' arguments would be unpersuasive. First, Plaintiffs interests in this action are not rendered adverse to Applicants by the fact that Applicants intend to sue Plaintiffs. Indeed, the Complaint suggests that Plaintiffs' exposure to contractual claims from Applicants and other dissatisfied customers is one of the principal reasons for commencing this action. Second, in light of the deterioration of the business relationship between Plaintiffs and Defendants, there is no reason to suspect that Plaintiffs will collude with Defendants to the Applicants' detriment. Third, Plaintiffs' counsel's performance in this litigation to date cannot fairly be characterized as incompetent. Accordingly, this Court concludes that Applicants have not overcome the presumption that Plaintiffs will adequately represent their interests and are not entitled to intervention as a matter of right.

Permissive Intervention

In addition to seeking intervention of right, Applicants also move for permissive intervention pursuant to Fed. R. Civ. P. 24(b)(1). That rule provides that “[o]n timely motion, the court may permit anyone to intervene who (A) is given a conditional right to intervene by a federal statute; or (B) has a claim or defense that shares with the main action a common question of law or fact.” Permissive intervention is wholly discretionary with the trial court. *H.L. Hayden Co. of New York, Inc. v. Siemens Med. Sys., Inc.*, 797 F.2d 85, 89 (2d Cir. 1986) (citing *Brennan*, 579 F.2d at 191). In exercising its discretion, the trial court “must consider whether the intervention will unduly delay or prejudice the adjudication of the original parties’ rights.” Fed. R. Civ. P. 24(b)(3). However, the trial court may also consider other relevant factors, which “include the nature and extent of the intervenors’ interests,’ the degree to which those interests are ‘adequately represented by other parties,’ and ‘whether parties seeking intervention will significantly contribute to full development of the underlying factual issues in the suit and to the just and equitable adjudication of the legal questions presented.’” *H.L. Hayden Co.*, 797 F.2d at 89 (quoting *Spangler v. Pasadena City Bd. of Educ.*, 552 F.2d 1326, 1329 (9th Cir.1977)).

In the case, the relevant factors strongly militate against permitting intervention. First, intervention by Applicants will delay adjudication of the original parties’ rights. The Complaint pertains primarily to a maritime dispute between Plaintiffs and Defendants. Judging from Defendants’ response to the Plaintiffs’ motion for preliminary injunctive relief, the instant action may also involve questions of whether Defendants had a security interest in automobiles purchased by Plaintiffs, in whole or in part, with funds loaned to them by Defendants. However, Applicants’ proposed pleading – which accompanied the motion to intervene, as required by Fed.

R. Civ. P. 24(c) – focuses primarily on dealings between Plaintiffs and their customers, including Applicants. Although the claims Applicants seek to litigate may touch on some of the same questions facts as the main action, most of the facts and claims alleged in Applicants’ proposed pleading have, at most, marginal relevance to the claims and defenses raised in this action. Litigating Applicants’ claims will undoubtedly delay resolution of Plaintiffs’ claims.

Second, Applicants’ interest in the main action is very limited. As discussed above at pp. 3-4, *ante*, Plaintiffs’ motion for preliminary injunctive relief sought the release of cars located in Defendants’ warehouses in Elizabeth and Finland. Although a few of those cars may have been sold to some of the Applicants, Applicants’ proposed pleading does not even request the release of these cars. Rather, the *ad damnum* clause of Applicants’ proposed pleading requests “equitable relief requiring [Plaintiffs to] disgorge and pay back all sums they have collected from [Applicants].” Intervenor’s Complaint at 67. Moreover, even if Applicants were interested in joining in Plaintiffs’ attempts to regain possession of their cars from Defendants, Applicants’ interests are adequately represented by Plaintiffs for the reasons discussed above in connection with Applicants’ motion to intervene as of right. *See* pp. 11-14, *ante*.

Third, Applicants will not contribute to full development of the underlying factual issues in the main action and to the just and equitable adjudication of the legal questions presented therein. As noted above, Applicants seek to re-focus this litigation away from issues concerning the relationship between Plaintiffs and Defendants and onto issues relating to Plaintiffs’ dealings with its customers. Applicants have no knowledge of the facts central to the main action, or any interest in resolving the legal issues raised in this action. Furthermore, the defendants named in Applicant’s proposed pleading reside in districts outside of the Eastern District of New York, and

none of the acts attributed to those defendants took place in this district. Indeed, if Applicants proposed pleading were filed as a separate action, this Court would not be the proper venue. See 28 U.S.C. § 1391(b).

CONCLUSION

For the reasons set forth above, the motion to intervene in this action pursuant to Rules 24(a) and 24(b) of the Federal Rules of Civil Procedure is denied. Nothing herein precludes the Applicants from filing the proposed pleading attached to their Amended Memorandum of Law in Support of Motion to Intervene as the complaint in a separate action. However, Applicants should not commence an action in this Court without first considering whether this Court is a proper venue for such an action.

SO ORDERED.

Dated: November 5, 2013
Brooklyn, New York

SANDRA L. TOWNES
United States District Judge

**U.S. CUSTOMS AND BORDER PROTECTION
FIELD OPERATIONS, NEW YORK
NEW YORK/NEWARK AREA**

INS-IAD:N/SOD PP

INFORMATIONAL PIPELINE NO. 08-012-NWK

TO: All Exporters, Freight Forwarders, Carriers, Terminal Operators
and Others Concerned

SUBJECT: Revised Procedures for Exporting Used Vehicles

DATE: JUN 9 0 2008

REFERENCE

New York/Newark Area Informational Pipeline No. 99-90
(New Requirements and Procedures for Exporting Used Vehicles -dated 06/01/1999)
New York/Newark Area Informational Pipeline No. 05-05
(New Requirements and Procedures for Exporting Used Vehicles -dated 04/20/2005)

Purpose

To provide information concerning revised local operational procedures and policies relating to the exportation of used vehicles.

Background

On May 6, 1999, revised Customs Regulations governing the export of used vehicles went into effect. On June 1, 1999, U.S. Customs issued the above referenced Informational Pipeline that delineated requirements and operating procedures for exporting used vehicles. In response to the primary national security mission of Customs and Border Protection (CBP), the New York/Newark Area realigned legacy Customs inspection teams and priorities. These changes mandated the revision of current export vehicle operating procedures and policies in the seaport area.

With the recent volume increase of vehicle exports, CBP has revised several procedures presented in Informational Pipeline No. 05-05.

Action

The following changes to the New York/Newark Area procedures relating to the exportation of used vehicles are effective immediately:

- All required documentation must be presented to CBP at least 72 hours prior to export, not including weekends and Federal holidays.

REPORT DRUG SMUGGLING TO CUSTOMS AND BORDER PROTECTION 1-800-BE-ALERT

- Required documentation consists of the original certificate of title, a duplicate of the certificate of title (front and back) and a dock receipt, bill of lading or Intent to Export form, which must contain identifying vehicle information and endorsement by the export carrier which indicates the carrier's receipt and possession of the vehicle.
- Dock Receipts must not be altered in any way. Original Pier/Date stamps, VIN Numbers and Shipper/Consignee information must be legible and complete.
- All Terminals must stamp the Dock Receipt with a stamp which includes date and terminal location. Only one stamp format is to be utilized by each exporting carrier terminal location. CBP is in the process of acquiring copies of stamp formats from each export carrier terminal. Before a carrier changes its stamp format, an example must be submitted to the CBP export vehicle desk at 1210 Corbin Street, Port Elizabeth.
- The vehicle must be delivered to the exporting carrier prior to presentation of documents to CBP.
- The vehicle must be "held on dock" for a minimum of 72 hours after the carrier terminal accepts the vehicle, and export documents are presented to CBP. This timeframe does not include weekends or Federal holidays. The only exception to this timeline is when CBP processes and returns export documentation prior to the 72 hours.
- Documents will be processed on a first-in, first-out basis.
- CBP will no longer provide a stamped "release" for export vehicles, nor will CBP require vehicles to be "held on dock" awaiting such a release, past the 72 hour requirement. With no action or notification by CBP, vehicles may be loaded for export 72 hours after proper and compliant documents have been presented to the CBP Vehicle Export Desk at 1210 Corbin Street, Port Elizabeth.
- Under the provisions of 19USC1436, the vessel master is responsible for presenting a true manifest, and may be penalized if the subject vehicles are not detailed or otherwise accurately described on export manifest.
- When CBP designates vehicles for VACIS and/or physical inspection, CBP will utilize a standard, hardcopy "CBP Export Notification Document," issued to the export carrier, according to established local procedures.
- All containers scanned at a fixed base VACIS site, and subsequently designated for an enforcement examination, must be examined at the exam facility on that site.
- If for any reason the title or related paperwork is rejected by CBP, it is the shipper/forwarder's responsibility to notify the carrier to defer vehicle export until approved by CBP.

REPORT DRUG SMUGGLING TO CUSTOMS AND BORDER PROTECTION 1-800-BE-ALERT.

Documentation presented for export of a used vehicle will be processed Monday through Friday from 8 am to 3:45 pm at the Vehicle Export Desk located on the 3rd floor of 1210 Corbin Street, Elizabeth, New Jersey.

Additional information is available on the CBP Website at www.CBP.gov. Vehicle exports are detailed on the website in the Trade section's "Basic Importing and Exporting" category, under Export Documents, Licenses and Requirements

(http://www.cbp.gov/xp/cgov/trade/basic_trade/export_docs/). You may also contact the Assistant Area Director, Seaport Operations at (201) 443-0200.



Adele Fasano
Area Director
New York / Newark

Dist: CMC-3, CMC-16

REPORT DRUG SMUGGLING TO CUSTOMS AND BORDER PROTECTION 1-800-BE-ALERT



TULLI
TULLI-CUSTOMS

VASTAUS

5.12.2013

1(3)

Tulli/Esikunta
Oikeudelliset asiat

7417/05.01.07/2013

Matti Laiho
Lakiasiaintoimisto Nordlex Oy
Yrjönkatu 29 A 2
00100 HELSINKI

*Отримувачем
Римовану О*

*счетоводством
автомобилей от 12/5/13*

ASIAKIRJAPYYNTÖ / OY CARCONT LTD:n VARASTOTARKASTUS

OTM Matti Laiho (jälj. pyytäjä) on pyytänyt Tullilta asiakirjoja, jotka liittyvät Oy CarCont Ltd:n tiloissa maaliskuussa 2013 tehtyyn varastotarkastukseen ja joista on nähtävissä, mitkä ajoneuvot ovat olleet tarkastushetkellä tullivarastossa ja mitkä eivät. Tietoa on pyydetty myös siitä, kenelle ajoneuvot on luovutettu ja milloin tämä on tapahtunut.

Pyytäjä edustaa Yhdysvaltoihin rekisteröityjä Global Auto Inc-, G Auto Sales Inc- ja Effect Auto Sales Inc -nimisiä yrityksiä, jotka ovat myyneet Yhdysvalloista ajoneuvoja Venäjälle ja sen lähialueille. Myyjä sekä kaupan olevia ajoneuvoja on lähetetty meriteitse Suomeen ja niitä on säilytetty tullivarastossa Kotkassa. Varastonpitäjänä on ollut Oy CarCont Ltd -niminen yritys. Pyytäjän kertoman mukaan varastossa olleita ajoneuvoja olisi luovutettu väärin perustein muille kuin myyjän osoittamille henkilöille. Tullille on toimitettu erillinen luettelo näistä ajoneuvoista.

Kotkan tullista on keuhällä 2013 ilmoitettu pyytäjälle, että Oy CarCont Ltd:n tiloihin tehdyssä varastotarkastuksessa oli havaittu, että osa luettelossa mainituista ajoneuvoista oli poistunut tullivarastosta tullisäädösten mukaisesti ja osa niistä oli yhä siellä.

Tullin tarkastusyksikkö on ilmoittanut 4.9.2013 päivätyssä vastauksessaan pyytäjälle, että puheena olevaan varastotarkastukseen liittyviä asiakirjoja ei voida luovuttaa. Ratkaisu oli perustunut tullilain (1466/1994) 25.1 §:ään ja siihen, että pyytäjän ei oltu voitu katsoa olevan sellaisessa asemassa, että tämä voisi saada Tullilta toisen liiketoimintaa koskevia - ja sellaisena siis salassapidettäviä - tietoja.

Viimeisin pyytäjän asiakirjapyyntö on saatettu Tullin esikunnan oikeudelliset asiat -toimintayksikön käsiteltäväksi. Siinä pyytaja on vedonnut asianosaisaseman tueksi erinäisiin tosiseikkoihin. Asian käsittelyn tässä vaiheessa Tullille on esitetty uutena selvityksenä muun muassa pyytäjän päämiesten Yhdysvalloissa nostama siviilikanne No. CV13-2479 sekä kauppalaskuja, jotka osoittavat, että sanotut yritykset ovat ostaneet Yhdysvaltain markkinoilta edellä mainitussa luettelossa mainittuja ajoneuvoja jälleenmyytäviksi sekä kauppalaskuja, jotka osoittavat, että samaisia autoja on myyty luettelossa mainituille henkilöille Venäjälle tai sen lähialueille.

Oikeudelliset asiat on ollut asian selvittämiseksi yhteydessä myös Kymenlaakson poliisilaitokseen ja saanut sitä kautta haltuunsa luettelossa mainittujen ostajien tekemiä tutkintailmoituksia, Global Auton tekemän oman tutkintailmoituksen sekä tietoa asian käsittelystä Poliisissa.

Kaiken asiassa saadun selvityksen ja muutoin kertyneen tiedon perusteella Tullin oikeudelliset asiat katsoo, että pyytäjän edustamia yrityksiä voidaan pitää pyydettyjen tietojen suhteen asianosaisina. Näin ollen Tulli luovuttaa pyytäjälle oheisen listan, joka on laadittu Oy CarCont Ltd:n varastotarkastuksen yhteydessä ja josta käy ilmi muun muassa kunkin ajoneuvon vastaanottaja, lähtöpäivä ja asiakirja, jolla ajoneuvo on lähtenyt.

Listan sisältöön liittyen oikeudelliset asiat haluaa korostaa sitä, että kohdassa "vastaanottaja/CMR" mainittu henkilö tai yritys ei välttämättä ole se taho, jolle ajoneuvo on kussakin tapauksessa lopullisesti päätynyt. Tieto on peräisin kansainvälisestä CMR-rahtikirjasta ja joissakin yksittäisissä tapauksissa yleisilmoituksesta. Tullilla ei ole tietoa siitä, kuka on laatinut rahtikirjan tai ilmoittanut sitä varten tiedon vastaanottajasta.

Lopuksi oikeudelliset asiat toteaa, että viranomaisten toiminnan julkisuudesta annetun lain (621/1999) 23.2 §:n mukaan asianosainen, hänen edustajansa tai avustajansa ei saa ilmaista sivullisille asianosaisaseman perusteella saatuja salassa pidettäviä tietoja, jotka koskevat muita kuin asianosaista itseään.

TULLI
Oikeudelliset asiat



Antti Rantanen
Lakimies

LIITE

Varastotarkastuksen yhteydessä laadittu lista Oy CarCont Ltd:n
varastossa olleista autoista yksilöintitietoineen

Oy CarCont Ltd.									
SALASSA PIDETTÄVÄ, Suojastaso IV, Tuulilaki 25§ 1 mom. VAIN VIRANOMAISKÄYTTÖÖN									
Lähtötiedot valokuvasta (Release): Emplate united lines, 2303 Convey Isl ave, Alex Kripplin, 11223 Brookly/VNew York									
Tulopv	Tuulento	Tavarankuvus	Alustamnumero	Kontti	Vastaaottaja/CMF	Lähtöpvr	Tositte		poistun
18.4.2012	CAR-1/123	2010 LEXUS RX 350	ZT2BK1BA5A C009746	MSCU8549457	Hann Oksanen Husarinsa str. 225-6 Almety, Kazakhstan	6.2.2013	Tir Camel X072472074		lmatra
17.7.2012	CAR-12/288	2009 VOLKSWAGEN TIGUAN	WVCA V75N49W 502230	MSCU9897740	Tokarev Alexander Sovetskaya 35-13 Zarysk, Vardjia INN501499341416	1.2.2013	Tir Camel X072451081		lmatra
31.7.2012	CAR-12/313	2010 VOLKSWAGEN CC	WVWML7AN9A E507737	IN KU2255403	Sanzharov Bahiyar Tolebi 58, Sharmalgen Almety 189. Kazakhstan	6.2.2013	Tir Camel X072472074		lmatra
8.8.2012	CAR-12/323	2009 BMW X5	3VVRA 71K78M1 79897	TGHU7722677	Sichov, Andrey B. Kosinskaya str 16-1-143 Moskova, Russia INN772024837015	1.2.2013	Tir Camel PX72451089		lmatra
8.8.2012	CAR-12/321	2008 VOLKSWAGEN JETTA	4JCBH25 E39A 489354	IN KU6454152	VARASTOSSA/ valokuvattu 15.3.2013				
27.8.2012	CAR-12/337	2009 MERCEDES-BENZ ML 320	4SABRBBC9A 3728479	MSCU7912634	Khakimov Rustan, Novokosins- kaya 20-2-156, Moskova, Russia	22.2.2013	Yleisilmotus GA5590		Yleisilmotus
3.8.2012	CAR-12/346			MSCU7912634	Zavorokin, Magistranssa 28-67, Surgut, Russia	31.12.2012	Yleisilmotus FZ-2369		Yleisilmotus
5.9.2012	CAR-12/346		YAMCC361899	MSCU7912634	VARASTOSSA/ valokuvattu 15.3.2013				
6.9.2012	CAR-12/346	1999 YAMAHA motor	JTHHNA ELA1X1090995	MSCU7912634	VARASTOSSA/ valokuvattu 15.3.2013				
27.8.2012	CAR-12/339	2011 LEXUS LX 570	JTHHNA00W 694027108	MSCU7880692	Fadr Denis B. Zavadskaya str apt 2 Vodnik, Almety Vilniuss "Parenti" Kodofiliu,	6.2.2013	Tir Camel X072472073		lmatra

10.9.2012	CAR-12/360	2009 LEXUS LX 570				postas kirtinu g. 47B, LT02244 Vilnius	6.2.2013	T1-PASSMUS 13F000000026867T1	Vina, Liekuva
		2009 MERCEDES-BENZ ML320	4JGB25E79A519374			Solomatin Pavel Kaskadnaya str. 20-1- 69 Moskva, Russia INN72076326993		Tir Carnet PX72451089	maiva
1.10.2012	CAR-12/358	2008 MERCEDES-BENZ ML320	4JGB22E88A372761		CA1U8750763	Smirnov Vladimir, Kuzmina 58, Gatchina, Russia	1.2.2013	Vietilimditus FZ2844	Nuljarmaa
1.10.2012	CAR-12/357	2009 BMW X5	SUXFBA3X09L037392		AMFU8757543	Verbitskiy Vladimir Aksey 2, building 6, apt 7 Almaty, Kazakhstan	4.3.2013	Tir Carnet XQ72472074	maiva
13.11.2012	CAR-12/386	2009 MERCURY MARINER	4M2CU8779KJ12759		AMFU8757503	Tokarev Alexander Sovetskaya 36-13 Zarysk, Verkh NN4507489341416	8.2.2013	Tir Carnet VX72451091	maiva
12.10.2012	CAR-12/366	2009 MERCEDES-BENZ ML320	4JGB25E09A497525		TRU985139	Gorbachev Oleg Nekrasovka 2-ya volskay str 3-180, 161 Moskove, Russia INN72073075252	1.2.2013	Tir Carnet PX72451089	maiva
12.10.2012	CAR-12/365	2009 TOYOTA VENZA	4T3ZE11A79U005453		TRU5762222	Gorbachev Oleg Nekrasovka 2-ya volskay str 3-160, 161 Moskove, Russia INN72073075252	1.2.2013	Tir Carnet PX72451089	maiva
19.10.2012	CAR-12/371	2012 JEEP COMPASS SPORT	1CANJCBA1CD573626		MSCU9990675	VARASTOSSA/ Velokueittu 15.3.2013			
19.10.2012	CAR-12/370	2011 SAAB 9-4X AERO	300FNUE32BSR00047		MSCU9808526	VARASTOSSA/ Velokueittu 15.3.2013			
20.10.2012	CAR-12/371	2009 SUBARU FORESTER	JFZSH63619H742041		MSCU9808526	Koryakin Nikolay 20, Vostochnaya str apt 2 Burunday, Almaty reg.		Tir Carnet	

30.10.2012	CAR-12/379	2010 VOLKSWAGEN CC	WVWNL7ANSAE327150	TTUJ224876.4	Kazakhstan	6.2.2013	XN72472073	Imatra
30.10.2012	CAR-12/378	2009 MERCURY MARINER	4MECUB7729KJ12992	TGHUB770134	Galyshov Aleksandr 68, Toiebi str Sharnalagan, Almaty reg Kazakhstan	6.2.2013	Tir Camel XN72472073	Imatra
30.10.2012	CAR-12/378	2009 TOYOTA PRIUS	ITDKB30U69J48352	TGHUB770134	Solomatin Pavel koekachnaya str. 20-1- 69 Moskova, Russia INN772078326893	1.2.2013	Tir Camel MX72148868	Vaalimaa
30.10.2012	CAR-12/378	2009 TOYOTA VENZA	4T3BE11A49UD04942	TGHUB770134	Goncharenko Svyatoslav Novokosinskaya str 10- 3-45 Moskova, Russia INN772080785895	1.2.2013	Tir Camel MX72148868	Vaalimaa
13.11.2012	CAR-12/385	2009 VOLKSWAGEN TIGUAN	WVGAV75N45W002956	TTLU981862.1	Krasavin Sergey 24, Ruskulova Str Uzyneqash Almaty reg Kazakhstan	8.2.2013	Tir Camel XQ72472074	Imatra
17.12.2012	CAR-12/400	2009 MERCEDES-BENZ R320	4JC825E69A093805	TTLU69373.0	Vinhaus "Pametu" krovitlu, postas kirtinu g. 47B, LT02244 Vilnius	6.2.2013	Tir PASSIRUS 13F100000002686771	Vilna, Lietuva
13.11.2012	CAR-12/387	2011 JEEP COMPASS	1J4NFSFB7BD282296	TRUL9057633	VARASTOSSA/ Makkuweliu 15.3.2013			
6.12.2012	CAR-12/394	2009 VOLKSWAGEN TIGUAN	WVABV75N29W525297	TGHUB77740	VARASTOSSA/ Makkuweliu 15.3.2013			
7.12.2012	CAR-12/395	2009 MERCEDES-BENZ C300	WDDGF8LX49R073295	TGHUB77740	Galyshova Eugenia 68 Toiebi str Sharnalagan, Almaty reg Kazakhstan	6.2.2013	Tir Camel XQ72472074	Imatra
					Khakimov Ruslan, Novokosins- kova str 9 4 ko			

7.12.2012	CAR-12/395	2009 TOYOTA VENZA	4T1BELL1A991J087805	TCGRU8737440	Kaya 20-2-156, Moskova, Russia	22.2.2013	Maksimolius GA6591	Vasilinas
17.12.2012	CAR-12/399	2010 HONDA INSIGHT	JHMZE2H51A5007600	TTLU6170314	Fadr klras 6, Zavodskaya str apt 2 Vodnik, Almaty reg Kazakhstan	6.2.2013	Tir Camel 2N72472073	Maiga
17.12.2012	CAR-12/398	2009 TOYOTA CAMRY	4T1BE46S9UJ46317	MEDUB299900	Vilnius "Pameriu" kroviniu, postas kidimu g. 47B, LT02244 Vilnius	6.2.2013	Tir P ASSITUS 13F1000000028867T1	Vilna, Lietua
27.12.2012	CAR-12/410	2009 TOYOTA VENZA	4T1ZE1LAX9U017211	MSCU9189268	Vilnius "Pameriu" kroviniu, postas kidimu g. 47B, LT02244 Vilnius	6.2.2013	Tir P ASSITUS 13F1000000028867T1	Vilna, Lietua
27.12.2012	CAR-12/395	2009 TOYOTA VENZA	4T1ZE1LAX9U017211	TRU9207220	el uedossa	1.2.2013	Tir Camel VXZ245109-1	Intuita
4.1.2013	CAR-13/1	2009 DODGE CALIBER	JBHNB48A 79D129278	MSCU9187861	VARAS TOSSAN vaikakurietu 15.3.2013			
4.1.2013	CAR-13/1	2009 SUBARU FORESTER	JFZSH61649H717573	MSCU9187861	Vilnius "Pameriu" kroviniu, postas kidimu g. 47B, LT02244 Vilnius	6.2.2013	Tir P ASSITUS 13F1000000028867T1	Vilna, Lietua
4.1.2013	CAR-13/1	2009 TOYOTA CAMRY	4T1BE46K09U812264	MSCU9187861	Vilnius "Pameriu" kroviniu, postas kidimu g. 47B, LT02244 Vilnius	6.2.2013	Tir P ASSITUS 13F1000000028867T1	Vilna, Lietua
11.1.2013	CAR-13/6	2010 MERCURY MARINER	4M2CN8B74AKJ17359	MSCU9078156	Trekiakov Avton, Oreiburgskaya str 17-66, Moskova, Vendija	6.2.2013	Tir Camel MX72148968	Vasilinas
11.1.2013	CAR-13/6	2010 JEEP COMPASS SPORT	1J4NF4FB6AD583215	CR0X0981340	Koryakina Elena 20, Vostochnaya str apt 2 Burunday, Almaty	1.2.2013	Tir Camel MX72148968	Vasilinas

11.1.2013	CAR-13/5		1CKLVNED6AU13K200	CBXU9813340	reg. Kazakhstan	6.2.2013	Tir Carnot XO72472074	Imatra
		2010 GMC ACADIA SLT 2			VARASTOSSA/ velokuehtu 15.3.2013			
11.1.2013	CAR-13/7	2010 ACURA RDX	3J8TE2H29A A000682	TCNU8761450	Goncharenko Svyatoslav Novosinetskaya str 10- 3-45 Moskova, Russia INN772080785895			
				TCNU8761450	Artuhov Alexandr Orenburgskaya str 26 1-21 Moskova, Russia INN772084325112	1.2.2013	Tir Carnot MX72148888	Vaalimaa
11.1.2013	CAR-13/7	2009 TOYOTA CAMRY	4T1B64GK19U306703	TCNU8761450	Artuhov Alexandr Orenburgskaya str 26 1-21 Moskova, Russia INN772084325112	1.2.2013	Tir Carnot PX72451088	Imatra
28.1.2013	CAR-13/13	2009 TOYOTA PRIUS	JTDKE20U897858466	TCNU8761450	Artuhov Alexandr Orenburgskaya str 26 1-21 Moskova, Russia INN772084325112	1.2.2013	Tir Carnot MX72148888	Vaalimaa
				TCNU8761450	Artuhov Alexandr Orenburgskaya str 26 1-21 Moskova, Russia INN772084325112	1.2.2013	Tir Carnot VX72451091	Imatra
28.1.2013	CAR-13/13			TCNU8761450	Artuhov Alexandr Orenburgskaya str 26 1-21 Moskova, Russia INN772084325112	1.2.2013	Tir Carnot VX72451091	Imatra
28.1.2013	CAR-13/12	2010 SUBARU LEGACY	4SJBMB865A1210717	MSCU9152382	ei tiedossa	1.2.2013	Tir Carnot VX72451091	Imatra
28.1.2013	CAR-13/12	2010 VOLKSWAGEN CC	WVWML7AN7A533508	MSCU9152382	ei tiedossa	1.2.2013	Tir Carnot VX72451091	Imatra
28.1.2013	CAR-13/12	2009 FORD ESCAPE		MSCU9152382	Tsarev Victor, 2 Ostankinskaya 8-67, Moskova, Russia	13.2.2013	Vaasilimotius GAB493	Muujamaa
8.2.2013	CAR-13/18		IFMCU0Z729KD02110	MEDU8199205				

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

Harlan Greenberg, Esq. (HG 0295)
Law Offices of Harlan Greenberg
20 Vesey Street, Suite 1406
New York, New York 10007
212-964-0503 (office)
212-964-0009 (fax)
harlangesq@comcast.net
Attorney for Plaintiff
Global Auto Sales, Inc.,

GLOBAL AUTO SALES, INC., <i>Plaintiff,</i> — vs. — MICHAEL HITRINOV, a/k/a MICHAEL KHITRINOV, EMPIRE UNITED LINES, CO. INC. and JOHN DOES 1 THROUGH 5 <i>Defendants.</i>	CIVIL ACTION NO.: 13-CV-2479 (SLT)(RER)
--	--

**DECLARATION OF IRINA KAPUSTINA IN REPLY TO
DEFENDANT'S RESPONSE TO ORDER TO SHOW CAUSE AND IN
SUPPORT OF PRELIMINARY INJUNCTION**

I, Irina Kapustina, submit this Declaration and the accompanying exhibits in reply to Defendants' response to the Order to Show Cause signed by this Court on May 8, 2013, and in support thereof and declares the following to be true under penalties of perjury of the United States of America, and says:

1. I am President of Effect Auto Sales, Inc., and therefore fully familiar with the facts and circumstances had herein.

2. In Michael Hitrinov's declaration, in support of his claim that there was an agreement that he and/or EUL would have an ownership stake in vehicles, he states that. "he was concerned about his investment" and therefore, agreed with Plaintiffs, that EUL would be given certificates of title to each vehicle. See, "Hitrinov Declaration, paragraph 6". This a false and misleading impression, that the act of possessing certificate of title was a negotiated act that was to secure and protect EUL and/or Hitrinov from Plaintiff's from selling vehicles without their knowledge. EUL obtained certificate of title for all of the vehicles because they are and were required to so by law. U.S. Customs requires that the shipper must be in possession of the original title before a vehicle may be exported. See, Exhibit #1 which was attached to Plaintiff's Complaint. See, also, 19 CFR 192.2(b):

"192.2 - Requirements for exportation.

- (b) Documentation required (1) For U.S.-titled vehicles (i) Vehicles issued an original certificate of title. For used, self-propelled vehicles issued, by any jurisdiction in the United States, a Certificate of Title or a Salvage Title that remains in force, the owner must provide to Customs, at the time and place specified in this section, the original Certificate of Title or a certified copy of the Certificate of Title and two complete copies of the original Certificate of Title or certified copy of the original."

Thus, Plaintiff's providing EUL with original title to the vehicles was not an agreed upon term to protect EUL and Hitrinov, but a requirement for exportation and a rule issued by U.S. Customs. The certificate of title is the core requirement in the Customs export process, regardless of the vehicle's economic value, physical condition, or operating order. Only vehicles with validated title, a U.S. Customs stamp may be exported. Moreover, the title then needs to be presented to Customs of the entry country where the vehicle is being off loaded. Being in possession of certificate of titles is a required standard procedure and a duty for all NVOCC's who ship vehicles. Hitrinov's statement is intended to mislead the Court and does not support Hitrinov and EUL's claim that they had ownership interest in the vehicles. . It is indicative and proof of nothing, other than Hitrinov's willingness deceive

those unfamiliar with the overseas shipping industry. Thus, the fact that EUL and Hitrinov were in possession of the vehicles title does not amount to proof of ownership.

3. Hitrinov admits that he and EUL have seized and are currently holding 16 vehicles owned by EAS. EAS had purchased 20 vehicles that were at EUL's facility in Elizabeth, New Jersey. EAS was in the process of obtaining the titles and preparing the vehicles so that they could be shipped overseas. When the dispute occurred EUL and Hitrinov seized our vehicles. I have attached hereto, as Exhibit "A" of this Reply Declaration a copy of the a list of the 20 vehicles which were upon EUL's property when this dispute erupted. Hitrinov averred that there are only 16 vehicles which mean that he has either sold, shipped, disposed of, or has other intentions with respect to those 4 vehicles which are rightfully EAS's.

4. In paragraph 8 of Hitrinov's Declaration, he admits that EUL as a NVOCC violated Federal Maritime law by never issuing bills of lading to Plaintiffs. An NVOCC commonly issues house bills of lading to its customers in its own name, even though it does not operate the ship that will carry the goods on the ocean voyage. The NVOCC buys space on the carrying ship like any other customer, receives a bill of lading from the owner or charterer of that ship when the goods are loaded onboard. The NVOCC commonly consolidates goods from several different shippers into a single container, receiving a bill of lading from the ocean carrier in relation to the container as a whole, but nevertheless must issues a house bill of lading to each shipper according to Federal Maritime law. The fact that there was an agreement with respect to shipping cost does not vitiate EUL's duty to issue bills of lading nor does it support the position that there was an agreement between the parties. What this does demonstrate are Hitrinov and EUL's flagrant disregard for the rules and regulations set forth by the Federal Maritime Commission and U.S. Customs.

5. EUL as an NVOCC did not and does not have the right to sell any of EAS or GAS's vehicles. Hitrinov and EUL's claim that they were owed money from either an investment or a loan to

Global. Assuming that Global owed money to EUL, and we do not acknowledge this debt, then EUL did not have the right to sell the vehicles. An NVOCC could have sold the vehicles if Global, EAS or GAS failed to pay for shipping costs and expenses pursuant to Maritime law. However, since this dispute arose out of an unrelated money debt that has no relationship to the actual mechanics of shipping, EUL and Hitrinov did not, and does not, have any basis to have sold any of the vehicles to recoup claimed losses from Global allegedly failing to make payment. EAS was not a party to that transaction and should not be subject to and responsible for that dispute.

6. Furthermore, the dispute over the loan is between Hitrinov, EUL, MSC and Global. EAS was not a party to that transaction and is a separate and distinct corporation with a different corporate structure. Therefore, Hitrinov and EUL had and have no right to seize, possess or sell our vehicles.

7. Hitrinov admits that they sold Plaintiffs' vehicles to third persons overseas. We are unaware of which Plaintiff's vehicles have been sold. This sale was done via extrajudicial seizure and is unlawful. Hitrinov and EUL, were required to have possession of the Certificate of Title of vehicles which were shipped overseas. The Certificates of Title were in the name of the owners, Global, EAS, and GAS. However, Hitrinov and EUL were merely in possession of the Certificates so that they could properly ship the vehicles pursuant to the U.S. Customs rules and regulations. They did not have titled ownership rights nor were they empowered by Plaintiffs with any authority to sell.

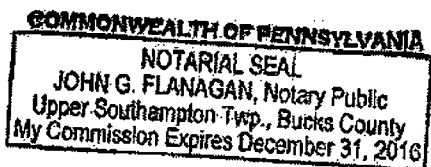
8. In order for EUL and Hitrinov to sell the vehicles they either had to sign the Certificate of Title or provide a Bill of Sale to the new purchaser in the name of titled owner along with the original title to consummate the transaction. Hitrinov admits that vehicles were sold. To have done so it would have required Hitrinov and/or EUL to fraudulently sign the Certificates of Title or issue fraudulent bills of sale. EUL and Hitrinov in an effort to collect monies owed from Global unlawfully exercised self help without seeking the proper intervention from any court.

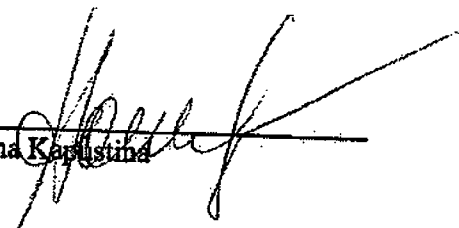
9. Further, Hitrinov and EUL have unilaterally treated the 3 separate Plaintiffs as one, while acting unlawfully and extrajudicially. In doing so they have sold property that they have no right selling and are wrongfully continuing to retain vehicles under the threat of sale. The argument that vehicles were being held in Finland and storage fees are being amassed, requiring the sale of the vehicles to pay the fees are self created. The fees arose solely because Hitrinov and EUL seized the vehicles in an attempt to avoid the Courts and skirt around the proper and lawful way of resolving disputes. Our vehicles should have been released and the ultimate end purchaser should have received their vehicle in a timely fashion. If done so, there would not have been any need for storage fees in Finland. With respect to the 12,480 Euro expense that Hitrinov claims, which we do not consider a valid claim, is inaccurate and misleading. In Exhibit #17, of Hitrinov's Declaration, the unloading fees and custom fees were an expense that were included in the original shipping agreement between the parties.

10. In the Hitrinov Declaration there Exhibit # 12 refers to a Russian to English translation wherein it is claimed that admissions are made. The translation is not from Cyrillic text, but from a English transliteration. Thus, the translation can not be relied upon. Defendants point to no authority to support their reliance upon this type of translation.

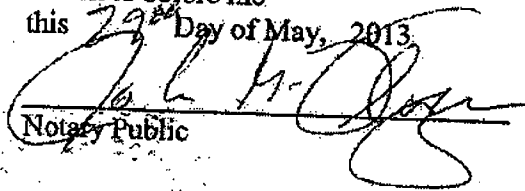
11. Defendant Hitrinov and EUL unlawful, aggressive attempts to extort payment of an alleged debt by threatening to continue to sell EAS's vehicles will irreparably injury our business. We have experienced a loss of goodwill and face continuing cancellation of additional vehicle contracts, impending lawsuits, and the potential loss of the entire business.

12. I again urge this Court to issue an emergency temporary restraining order of the requested Preliminary Injunction so that we may release the vehicles to the lawful Consignees.




Irina Karlistina

Sworn to before me
this 29th Day of May, 2013.


Notary Public



TRANSPERFECT

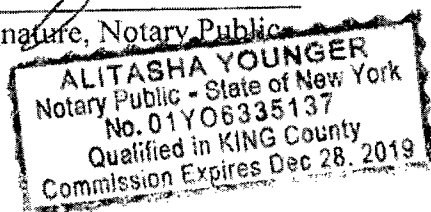
City of New York, State of New York, County of New York

I, Wendy Poon, hereby certify that the document "Document Request/OY Carcont LTD Warehouse Inspection" is, to the best of my knowledge and belief, a true and accurate translation from Finnish to English.

Wendy Poon

Sworn to before me this
June 1, 2016

Signature, Notary Public



Stamp, Notary Public

[logo:] Finnish Customs

RESPONSE

12/05/2013

1(3)

Finnish Customs/General Staff
Legal Affairs

7417/05.01.07/2013

Matti Laiho
NordLex Law Offices Ltd
Yrjönkatu 29 A 2
00100 HELSINKI

[handwritten in Russian:]
*Report of the Customs Office of
Finland regarding location of
vehicles dated May 12, 2013*

DOCUMENT REQUEST / OY CARCONT LTD WAREHOUSE INSPECTION

Matti Laiho, LLM (*hereinafter*, the Applicant) has requested from Finnish Customs the documents pertaining to the warehouse inspection performed in March-April 2013 on Oy CarCont Ltd's premises, and which indicate which vehicles were in the customs warehouse at the time of the inspection and which were not. Information concerning to whom and when the vehicles were released has also been requested.

The Applicant represents the United States-registered companies Global Auto Inc., G Auto Sales Inc., and Effect Auto Sales Inc., which have sold vehicles from the United States to Russia and its neighboring regions. The sold and marketed cars were shipped by sea to Finland and stored in the customs warehouse in Kotka. The warehouse operator is a company named Oy CarCont Ltd. Per the Applicant's account, the warehoused vehicles had been improperly released to people other than to those instructed by the seller. A separate list of these vehicles was submitted to Finnish Customs.

In the spring of 2013, Finnish Customs in Kotka informed the Applicant that the warehouse inspection of Oy CarCont Ltd's premises found that some of the vehicles referenced on the list had been removed from the customs warehouse in accordance with customs regulations, and some were still there.

In its response dated September 4, 2013, the Finnish Customs' Inspection Unit informed the Applicant that the documents related to the relevant warehouse inspection could not be disclosed. The decision was based on Section 25.1 of the Customs Act (1466/1994). However, the requesting party *could* be deemed to have such standing that it could receive information, confidential information no less, concerning the business operations of another.

The Applicant's latest document request has been received for review by the Legal Affairs unit of the Finnish Customs' General Staff. In the latest request, the Applicant relies on several points of fact to support its standing as an interested party. For this phase in the review of the matter, Finnish Customs has been presented with new submissions, among which are the civil action No. CV13-2479 brought in the United States by the principals of the Applicant; invoices which indicate that the named companies have purchased the vehicles referenced in the aforementioned list from markets in the United States for resale; and invoices which indicate that the same vehicles have been sold to the individuals referenced in the list in Russia or its neighboring regions.

In order to investigate the matter, Legal Affairs has also been in contact with the Kymenlaakso Police Department through which Legal Affairs has obtained the police reports of the buyers referenced in the list, the police report of Global Auto, and the information from the Police's review of the matter.

On the basis of all of the information received in the submissions and otherwise collected in the matter, the Finnish Customs' Legal Affairs finds that the companies represented by the Applicant can be considered as interested parties in relation to the requested information. Therefore, Finnish Customs hereby discloses to the Applicant the enclosed list which was prepared in connection with the warehouse inspection of Oy CarCont Ltd. The list shows, *inter alia*, the receiver of each vehicle, the date of departure, and the documentation based upon which the vehicle departed.

With respect to the contents of the list, Legal Affairs would like to emphasize that the individual or company referenced under the "receiver/CMR" section is not necessarily the party to which the vehicle ultimately ended up in each case. The information is derived from the international CMR transport document and, in specific cases, from summary declarations. Finnish Customs has no information on who prepared the transport document or declared the information about the receiver.

Lastly, pursuant to Section 23.2 of the Act on the Openness of Government Activities (621/1999), Legal Affairs notes that an interested party, its representative or counsel shall not disclose to a third party the confidential information received on the basis of the interested party's standing, and which concerns a party other than the interested party itself.

FINNISH CUSTOMS
Legal Affairs

[signature]

Antti Rantanen
Counsel

APPENDIX

List prepared for warehouse inspection with specific information on the
cars in the Oy CarCont Ltd warehouse

Oy CarCont Ltd.

CONFIDENTIAL, Protection level IV, Section 25.1 of the Customs Act. FOR OFFICIAL USE ONLY

According to the Release, Shipper is: Empire United Lines, 2303 Coney Island Ave., Alex Kravtsov, 11223 Brooklyn/New York

Entry date	Entry no.	Descrip. of goods	VIN number	Container	Receiver/CMR	Date of Departure	Document	Exit place
4.18.2012	CAR-1/123	2010 LEXUS RX 350	2T2BK1BA5AC009746	MSCU8549457	Hyan Oksana Husanova str. 225-6 Almaty, Kazakhstan	2.6.2013	Tir Carnet XQ72472074	Imatra
7.17.2012	CAR-12/228	2009 VOLKSWAG EN TIGUAN	WVGAV75N49W50223	MSCU9897740	Tokarev, Alexander Sovetskaya 35-13 Zarynsk, Russia INN501499341416	2.1.2013	Tir Carnet VX72451091	Imatra
7.31.2012	CAR-12/313	2010 VOLKSWAG EN CC	WVWWM17AN9AE50773	INKU2255403	Samzhonov Bahiyar Tolbi 56, Shantalgan Almaty reg. Kazakhstan	2.6.2013	Tir Carnet XQ72472074	Imatra
8.8.2012	CAR-12/323	2009 BMW X5	SUXFB43579L260951	TGHU7722677	Sichev, Andrey B. Kosinskaya str 16 1-143 Moscow, Russia INN772024937015	2.1.2013	Tir Carnet PX72451089	Imatra
8.8.2012	CAR-12/321	2008 VOLKSWAG EN JE1TA	3VWRA71K78M179897	MSCU7496584	IN WAREHOUSE/photographed 3.15.2013			
8.27.2012	CAR-12/337	2009 MERCEDES-BENZ ML320	4JGBB25E39A489354	INKU6454152	Khakimov Rustan, Novokosinskaya 20-2-156, Moscow, Russia	2.22.2013	Summary Declaration GA5590	Vaaimaa
9.3.2012	CAR-12/346	2010 SUBARU OUTBACK	4S4BRBCC9A3328479	MSCU7912634	Zavorotkin, Magistraena 28-57, Surgut, Russia	12.31.2012	Summary Declaration FZ-2369	Vaaimaa
9.5.2012	CAR-12/346		YAMCG436L899	MSCU7912634	IN WAREHOUSE/photographed 3.15.2013			
9.6.2012	CAR-12/346	1999 YAMAHA trailer	IDHINA ELA 1X1090995	MSCU7912634	IN WAREHOUSE/photographed 3.15.2013			
8.27.2012	CAR-12/339	2011 LEXUS LX 570	JTHY7AX4B4060677	MSCU7880692	Fadi Denis 8, Zavodskaya str apt 2 Vodnik, Almaty	2.6.2013	Tir Carnet XN72472073	Imatra
			JTHY00W 694027108	INKU6611170	Vilnius "Pancrui" Kroviniu,			

9.10.2012	CAR-12/350	2009 LEXUS LX 570			Postas kirtimu g. 47B, LT02244 Vilnius	2.6.2013	EXTERNAL COMMUNITY TRANSIT PROCEDURE 13F10000002686771	Vilnius, Lithuania
10.1.2012	CAR-12/358	2009 MERCEDES-BENZ ML320	4JGBB25E79A519374	CAIU8750765	Solomatin Pavel Kaskadnaya str. 20-1-69 Moscow, Russia INN772078326693	2.1.2013	Tir Carnet PX72451089	Imatra
10.1.2012	CAR-12/357	2008 MERCEDES-BENZ ML320	4JGBB22E88A372761	AMFU8757503	Smilnov Vladimir, Kuznina 58, Gatchina, Russia	3.4.2013	Summary Declaration FZ2844	Nujiangna
11.13.2012	CAR-12/386	2009 BMW X5	SUXFE43509L037392	AMFU8757503	Verbitskiy Vladimir Aksay 2, building 6, apt 7 Almaty, Kazakhstan	6.2.2013	Tir Carnet XQ72472074	Imatra
10.12.2012	CAR-12/366	2009 MERCURY MARINER	4MDCU87779KJ12759	TRIU9855139	Tokarev Alexandr Sovetskaya 35-13 Zaraysk, Russia INN501499341416	2.1.2013	Tir Carnet VX72451091	Imatra
10.12.2012	CAR-12/365	2009 MERCEDES-BENZ ML320	4JGBB23E09A497525	TRLU5762222	Gorbachev Oleg Nekrasovka 2-yavolskay str 3-160, 161 Moscow, Russia INN772073075252	2.1.2013	Tir Carnet PX72451089	Imatra
10.19.2012	CAR-12/371	2009 TOYOTA VENZA	4T3ZE11A79U005453	MSCU9950675	Gorbachev Oleg Nekrasovka 2-yavolskay str 3-160, 161 Moscow, Russia INN772073075252	2.1.2013	Tir Carnet PX72451089	Imatra
10.19.2012	CAR-12/370	2012 JEEP COMPASS SPORT	ICANJCBA1CD573626	MSCU9808526	IN WAREHOUSE/ photographed 3.15.2013			
10.20.2012	CAR-12/371	2011 SAAB 9-4X AERO	3G0FNUE62BS800047	MSCU9808526	IN WAREHOUSE/ photographed 3.15.2013			
		2009 SUBARU FORESTER	JF2SH63619H742041		Koryakin Nikolay 20, Vostochnaya str Apt 2 Burunday, Almaty reg. Kazakhstan		Tir Carnet XN72472073	

10.30.201	CAR-12/379			TTLU224876-4		2.6.2013		Imatra
2								
10.30.201	CAR-12/378	2010 VOLKSWAG EN CC	WVWNL7ANSAE52715	TGHU8770134	Gaishv Alcsandr 58, Tolebi str Shantalagan, Almaty reg Kazakhstan	2.6.2013	Tir Camel XN72472073	Imatra
10.30.201	CAR-12/378	2009 MERCURY MARINER	4MACU87729KJ12992	TGHU8770134	Solomatina Pavel Kaskadnaya str. 20-1-69 Moscow, Russia INN772078326693	2.1.2013	Tir Camel MX72148868	Vaalimaa
10.30.201	CAR-12/378	2009 TOYOTA PRIUS	JTDKJB20U693488352	TGHU8770134	Goncharenko Svyatoslav Novosinskaya str 10-3-45 Moscow, Russia INN772080785895	2.1.2013	Tir Camel MX72148868	Vaalimaa
11.13.201	CAR-12/386	2009 TOYOTA VENZA	4T3BE11A49U004942	TTLU981862-1	Krasavin Sergey 24, Ruskulova Str Uzynagash Almaty reg Kazakhstan	2.6.2013	Tir Camel XQ72472074	Imatra
12.17.201	CAR-12/400	2009 VOLKSWAG EN TIGUAN	WVGA V75N49W002956	TTLU499373-0	Vilnius "Panceru" Kroviniu, postas kirtimu g. 47B, LT02244 Vilnius	2.6.2013	EXTERNAL COMMUNITY TRANSIT PROCEDURE 13F10000002686771	Vilnius, Lithuania
11.13.201	CAR-12/387	2009 MERCEDES-BENZ R320	4JCCB25E69A095805	TRIU9057653	IN WAREHOUSE/photographed 3.15.2013			
12.6.2012	CAR-12/394	2011 JEEP COMPASS	1J4NPF5FB7BD282296	TGHU8737440	IN WAREHOUSE/photographed 3.15.2013			
12.7.2012	CAR-12/395	2009 VOLKSWAG EN TIGUAN	WVG8V75N29W525297	TGHU8737440	Gaishvaya Evgenia 58 Tolebi str Shantalagan, Almaty reg Kazakhstan	2.6.2013	Tir Camel XQ72472074	Imatra
		2009 MERCEDES-BENZ C300	WDDGF81X49R073295		Khakimov Ruslan Novokosinskaya 20-2-156 Moscow, Russia		Summary Declaration GA5591	

12.7.2012	CAR-12/395			TGHU8737440		2.22.2013		Vaahina
12.7.2012	CAR-12/399	2009 TOYOTA VENZA	4T3BE11A09U007805	TTLU6170514	Fadr Jima 8, Zavodskaya str apt 2 Vodnik, Almaty reg Kazakhstan	2.6.2013	Tir Camel XN72472073	Imatra
12.7.2012	CAR-12/398	2010 HONDA INSIGHT	JHMZE2H51AS007600	MEDU8259900	Vilnius "Panciu" Kroviniu, postas kirtimu g. 47B, LT02244 Vilnius	2.6.2013	EXTERNAL COMMUNITY TRANSIT PROCEDURE 13F1000000026867T1	Vilnius, Lithuania
12.27.2012	CAR-12/410	2009 TOYOTA CAMPRY	4T1BE46K99UJ346317	MSCU9189268	Vilnius "Panciu" Kroviniu, postas kirtimu g. 47B, LT02244 Vilnius	2.6.2013	EXTERNAL COMMUNITY TRANSIT PROCEDURE 13F1000000026867T1	Vilnius, Lithuania
12.27.2012	CAR-12/395	2009 TOYOTA VENZA	4T3ZE11AX9U017211	TRU9507220	No information	2.1.2013	Tir Camel VX72451091	Imatra
1.4.2013	CAR-13/1	2009 DODGE CALIBER	1B3HB48A79D129278	MSCU9187861	IN WAREHOUSE/photographed 3.15.2013			
1.4.2013	CAR-13/1	2009 SUBARU FORESTER	JFZSH61649H1717573	MSCU9187861	Vilnius "Panciu" Kroviniu, postas kirtimu g. 47B, LT02244 Vilnius	2.6.2013	EXTERNAL COMMUNITY TRANSIT PROCEDURE 13F1000000026867T1	Vilnius, Lithuania
1.11.2013	CAR-13/6	2009 TOYOTA CAMRY	4T1BE46K09U3812264	MSCU9078156	Vilnius "Panciu" Kroviniu, postas kirtimu g. 47B, LT02244 Vilnius	2.6.2013	EXTERNAL COMMUNITY TRANSIT PROCEDURE 13F1000000026867T1	Vilnius, Lithuania
1.11.2013	CAR-13/5	2010 MERCURY MARINER	4M2C9N8B74AKJ7359	CRXU9813340	Treliakov Anton, Orshburgskaya str 17-56, Moscow, Russia INN72087021338	2.1.2013	Tir Camel MX72148868	Vaahina
		2010 JEEP COMPASS SPORT	1J4NF4FB6AD583215		Koryakina Elena 20, Vostochnaya str Apt 2 Burunday, Almaty reg, Kazakhstan		Tir Camel XQ72472074	

1.11.2013	CAR-13/5			CRXU9813340				Imatra
1.11.2013	CAR-13/7	2010 GMC ACADIA SLT-2	1GKL.VNED6AJ138200	TCNU8761450	IN WAREHOUSE/photographed 3.15.2013			
1.11.2013	CAR-13/7	2010 ACURA RDX	5J8TB2H29AA000682	TCNU8761450	Goncharenko Svyatoslav Novokinskaya str 10-3-45 Moscow, Russia INN772080785895	2.1.2013	Tir Camel MX72148868	Vaalimaa
1.28.2013	CAR-13/13	2009 TOYOTA CAMRY	4T1BE46K19U306703	TCKU9873233	Artuhov Alexandr Orenburgskaya str 26-1-21 Moscow, Russia INN772084325112	2.1.2013	Tir Camel PX72451089	Imatra
1.28.2013	CAR-13/13	2009 TOYOTA PRIUS	JTDDKB20U897858466	TCKU9873233	Artuhov Alexandr Orenburgskaya str 26-1-21 Moscow, Russia INN772084325112	2.1.2013	Tir Camel MX72148868	Vaalimaa
1.28.2013	CAR-13/12	2010 SUBARU LEGACY	4S3BMBB65A3210717	MSCU9152382	No information	2.1.2013	Tir Camel VXX72451091	Imatra
1.28.2013	CAR-13/12	2010 VOLKSWAGEN CC	WVWML7AN7AE525508	MSCU9152382	No information	2.1.2013	Tir Camel VXX72451091	Imatra
2.8.2013	CAR-13/16	2009 FORD ESCAPE	1FMCU02729KD02110	MEIDU8199205	Tsarev Victor, 2 Ostankinskaya 8-67 Moscow, Russia	2.13.2013	Summary declaration GA5493	Nuigamaa

EMPIRE UNITED LINES

2303 Coney Island Avenue, Brooklyn, NY 11223
Tel: (718) 998-6900; Fax (718) 998-7014

Empire United Co., Inc.
Bank of America
1415 Ave Z.
Brooklyn, NY 11235

Account# 9380009007
International Routing code: 021000332
Domestic Routing code: 026009593
FT code for Bank of America BOFAUSAN

Statement # 448



ST#448									
104211	2010 GMC ACADIA SLT-2	IGKLVNED6AJ138200	19-Oct	27-Nov	TCNU6761450	038EUL1046438			
104211	2010 ACURA RDX	5J8TB2H29AA000682	13-Dec	13-Dec	TCNU8761450	038EUL1046438			

AMOUNT TO PAY	\$1,500.00
AMOUNT PAID	
AMOUNT DUE	\$1,500.00

 **PAID**

Template Name	Template ID	Template Category	Template Limit	Available To
Employee United Co., Inc.	00000000000097712	SMB-ALTERNATIVE	\$3,250.00	BUSINESS
> Beneficiary Info				
Beneficiary Name	Empire United Co., Inc.	Bank Name	BANK OF AMERICA N.A. NY	
Nickname		Address 1		
Address 2		City	NEW YORK	
State/Province		State/Province	NY	
ZIP/Postal Code		Country	United States of America	
Create Beneficiary In	Business Beneficiary Table	FUND ABA	016009893	
Credit Account	q380009007			
> Debit Info				
Debit Account	623601918-Chipping - C Auto Sales INC - USD	Amount	\$3,250.00	
Value Date	7/27/13			
> Reference for Beneficiary				
> Originator to Beneficiary Information				
Statement #448 \$1500				
Statement #449 \$1500				
Statement #450 \$1500				
Statement #451 \$1500				
> Bank to Bank Information				
Confirmation Numbers				
OPS	0000000000005178659			
Citizens	130221004950			
FED				
Transaction History				
Date/Time	Transaction Status	Processed By	Items	
2013-07-21 10:54:19.100	Created	sysadmin	A single wire transfer has been added successfully.	
2013-07-21 10:55:00.292	Released	sysadmin	A single wire transfer has been released.	
2013-07-21 10:55:00.77	Immediate to Process	sysadmin	Wire will be immediately processed by backend.	
2013-07-21 10:55:01.207	Acknowledged	sysadmin	The single wire transfer was successfully acknowledged by backend processing.	Email confirmation to:

EMPIRE UNITED LINES

2303 Coney Island Avenue, Brooklyn, NY 11223
Tel: (718) 998-6900; Fax (718) 998-7014

Empire United Co., Inc.
Bank of America
1415 Ave Z.
Brooklyn, NY 11235

Account# 9380009007
International Routing code: 021000332
Domestic Routing code: 026009593
FT code for Bank of America BOFAUS3N

Statement # 439



ST#439							
103783	2009 VOLKSWAGEN TIGUAN	WVGBV75N29W525297	31-Aug	6-Nov	TGHU8737440	038EUL1039353	
103783	2011 JEEP COMPASS	1J4NF5FB7BD282296	18-Oct	25-Oct	TGHU8737440	038EUL1039353	
103783	2009 MERCEDES-BENZ C300	WDDGF81X49R073295	25-Oct	6-Nov	TGHU8737440	038EUL1039353	

AMOUNT TO PAY	\$2,250.00
AMOUNT PAID	
AMOUNT DUE	\$2,250.00



PAID



Jan 17, 2013 09:51:00 AM ET

Customer ID: EFFECT01

Operator ID: IRINA01

Wire Transfer

EFFECT AUTO SALES
Detail Wire Transfer Activity Report
From 01/17/2013 Through 01/17/2013

Wire Transfer Activity Detail

Debit Currency: USD
Debit Bank Name: WELLS FARGO BANK, N.A.
Debit Account Name: EFFECTAUTOSA
Debit Amount: 3,680.00 USD
Value Date: 01/17/2013
Execution Date: 01/17/2013
Template Name: EMPIRE UNITED CO., INC.
Type: Domestic
CEO Tracking Number: 000059
Fed/SWIFT Confirmation Number: 011711B7031R006906
Transaction Reference Number: 130117028110
Status: Confirmed

Beneficiary Account Information:
Account Number: 9380009007
Account Name: Empire United Co., Inc.
Beneficiary Bank Information:
Bank ID: 026009593
Bank Name: BANK OF AMERICA, N.A., NY
Bank Address: NEW YORK
NY
Form of Notification: None

Originator to Beneficiary Information:
statement136 750.00
statement137 340.00
statement138 340.00
statement139 2250.00
Internal Reference:
Intermediary Bank Information:
Data Not Provided

Audit Trail Information:
Created By: IRINA01 January 17, 2013 09:28:41 AM ET
Verified By: IRINA01 January 17, 2013 09:28:41 AM ET
Rejected By: N/A
Last Modified By: IRINA01 January 17, 2013 09:28:41 AM ET
Verify-2 By:
Verify-4 By:

Total By Status		Total Debits USD	Total Credits USD	Total Transactions
Status: Confirmed		3,680.00	0.00	1
Grand Total:		3,680.00	0.00	1

[Privacy, Security & Legal]
© Copyright 2002-2013 Wells Fargo. All rights reserved.

EMPIRE UNITED LINES

2303 Coney Island Avenue, Brooklyn, NY 11223
Tel: (718) 998-6900; Fax (718) 998-7014

Empire United Co., Inc.

Bank of America

1415 Ave Z.

Brooklyn, NY 11235

Account# 9380009007

ternational Routing code: 021000332

Domestic Routing code: 026009593

FT code for Bank of America BOFAUS3N

Statement # 439



ST#439							
103783	2009 VOLKSWAGEN TIGUAN	WVGGBV75N29W525297	31-Aug	6-Nov	TGHU8737440	038EUL1039353	
103783	2011 JEEP COMPASS	1J4NF5FB7BD282296	18-Oct	25-Oct	TGHU8737440	038EUL1039353	
103783	2009 MERCEDES-BENZ C300	WDDGF81X49R073295	25-Oct	6-Nov	TGHU8737440	038EUL1039353	

AMOUNT TO PAY	\$2,250.00
AMOUNT PAID	
AMOUNT DUE	\$2,250.00



PAID



Jan 17, 2013 09:51:00 AM ET
Customer ID: EFFECT01
Operator ID: IRINA01

EFFECT AUTO SALES
Detail Wire Transfer Activity Report
From 01/17/2013 Through 01/17/2013

Wire Transfer

Wire Transfer Activity Detail

Debit Currency: USD
Debit Bank Name: WELLS FARGO BANK, N.A.
Debit Account Name: EFFECTAUTOSA

Account Number: 1360972341

Debit Amount: 3,680.00 USD

Template Name: EMPIRE UNITED CO., INC
Type: Domestic

CEO Tracking Number: 000059
Fed/SWIFT Confirmation Number: 01171187031R006906
Transaction Reference Number: 130117028110

Beneficiary Account Information:
Account Number: 9380009007
Account Name: Empire United Co., Inc.

Beneficiary Bank Information:
Bank ID: 026009593
Bank Name: BANK OF AMERICA, N.A., NY
Bank Address: NEW YORK, NY

Form of Notification: None

Originator to Beneficiary Information:

Originator Information:
Name: EFFECT AUTO SALES
Address: 711 PENNSYLVANIA AVE
SOUTHAMPTON, PA 07202 US
ID / Account Number:

Intermediary Bank Information:
Data Not Provided

Audit Trail Information:
Created By: IRINA01 January 17, 2013 09:28:41 AM ET
Verified By: IRINA01 January 17, 2013 09:28:41 AM ET
Rejected By: N/A
Verify-3 By:
Verify-4 By:

Total By Status		
Total Debits USD	Total Credits USD	Total Transactions
3,680.00	0.00	1
Grand Total:	3,680.00	1

EMPIRE UNITED LINES

2303 Coney Island Avenue, Brooklyn, NY 11223
Tel: (718) 998-6900; Fax (718) 998-7014

Empire United Co., Inc.
Bank of America
1415 Ave Z
Brooklyn, NY 11235

Account# 9380009007
International Routing code: 021000332
Domestic Routing code: 026009593
FT code for Bank of America BOFAUS3N

Statement # 449

ST#449									
104452	2009 TOYOTA PRIUS	JTDKB20U897838466	12-Oct	27-Dec	TCKU9873233	038EUL1045297			
104452	2009 TOYOTA CAMRY	4T1BE46K19U306703	14-Nov	27-Dec	TCKU9873233	038EUL1045297			

AMOUNT TO PAY	\$1,500.00
AMOUNT PAID	
AMOUNT DUE	

PAID

Payer

GLOBAL CARGO OY
KOTOLAHDENTIE, 6,
48310 KOTKA, FINLAND

Payment terms

Issue Date 01/02/2013
Due Date 03/02/2013
Overdue 16%
Issued by

Page 1 / 1

NN Text

Formula

Currency

Amount

1 Car 2009 TOYOTA CAMRY VIN#4T1BE46K19U306703 pickup 01.02.2013	---		
2 Unloading	150€	EUR	150.00
3 Customs fees	10€	EUR	10.00
4 Storage 29.1.2013 - 31.01.2013: 3d	7d*0€ + 0d*2€	EUR	0.00

ALV 0%

TOTAL

EUR

160.00

Company Information

Company: Oy CarCont Ltd
Business ID: FI2005139-0
Address: Merituulentie 424 2nd fl, 48310 Kotka, Finland
Tel.: +358 (5) 260 47 00
E-mail: finland@eulines.com

Account Information

Bank: NORDEA
Bank Address: HELSINKI, FINLAND
SWIFT: NDEAFIHH
IBAN: FI41 10693000226829

INVOICE A1309**Oy CarCont Ltd****Payer**GLOBAL CARGO OY
KOTOLAHDENTIE, 6,
48310 KOTKA, FINLAND**Payment terms****Issue Date** 22/02/2013
Due Date 26/02/2013
Overdue 16%
Issued by**Page 1 / 1****NN Text****Formula****Currency****Amount**

1 Car 2009 MERCEDES-BENZ C300 VIN#WDDGF81X49R073295 pickup 22.02.2013	---		
2 Unloading	150€	EUR	150.00
3 Customs fees	10€	EUR	10.00
4 Storage 12.12.2012 - 22.02.2013: 71d	7d*0€ + 64d*2€	EUR	128.00

ALV 0%

TOTAL**EUR****288.00****Company Information**Company: Oy CarCont Ltd
Business ID: FI2005139-0
Address: Merituulentie 424 2nd fl, 48310 Kotka, Finland
Tel.: +358 (5) 260 47 00
E-mail: finland@eulines.com**Account Information**Bank: NORDEA
Bank Address: HELSINKI, FINLAND
SWIFT: NDEAFIHH
IBAN: FI41 10693000226829

INVOICE A1406

Oy CarCont Ltd

Payer

GLOBAL CARGO OY
KOTOLAHDENTIE, 6,
48310 KOTKA, FINLAND

Payment terms

Issue Date 25/4/2013
Due Date 29/4/2013
Overdue 16%
Issued by

Page 1 / 1

NN Text

Formula

Currency

Amount

1 Car 2010 GMC ACADIA SLT-2 VIN#1GKLVNED6AJ138200 pickup 25.04.2013	---		
2 Unloading	150€	EUR	150.00
3 Customs fees	10€	EUR	10.00
4 Storage 14.1.2013 - 25.04.2013: 101d	7d*0€ + 94d*2€	EUR	188.00

ALV 0%

TOTAL

EUR 348.00

Company Information

Company: Oy CarCont Ltd
Business ID: FI2005139-0
Address: Merituulentie 424 2nd fl, 48310 Kotka, Finland
Tel.: +358 (5) 260 47 00
E-mail: finland@eulines.com

Account Information

Bank: NORDEA
Bank Address: HELSINKI, FINLAND
SWIFT: NDEAFIHH
IBAN: FI41 10693000226829

INVOICE A1533**Oy CarCont Ltd****Payer**GLOBAL CARGO OY
KOTOLAHDENTIE, 6,
48310 KOTKA, FINLAND**Payment terms****Issue Date** 09/01/2015
Due Date 12/01/2015
Overdue 16%
Issued by**Page 1 / 1****NN Text****Formula****Currency****Amount**

1 Car 2011 JEEP COMPASS VIN#1J4NF5FB7BD282296 pickup 9.01.2015		---	
2 Unloading	150€	EUR	150.00
3 Customs fees	10€	EUR	10.00
4 Storage 12.12.2012 - 9.01.2015: 393d	7d*0€ + 180d*2€ + 206d*10€	EUR	2,420.00

ALV 0%

TOTAL**EUR 2,580.00****Company Information**Company: Oy CarCont Ltd
Business ID: FI2005139-0
Address: Merituulentie 424 2nd fl, 48310 Kotka, Finland
Tel.: +358 (5) 260 47 00
E-mail: finland@eulines.com**Account Information**Bank: NORDEA
Bank Address: HELSINKI, FINLAND
SWIFT: NDEAFIHH
IBAN: FI41 10693000226829

INVOICE A1189

Oy CarCont Ltd

Payer

GLOBAL CARGO OY
KOTOLAHDENTIE, 6,
48310 KOTKA, FINLAND

Payment terms

Issue Date 18/07/2012
Due Date 21/07/2012
Overdue 16%
Issued by

Page 1 / 1

NN Text

Formula

Currency

Amount

1 Car BMW X5 VIN#5UXFE43539L262163 pickup 18.07.2012		---	
2 Unloading	150€	EUR	150.00
3 Customs fees	10€	EUR	10.00
4 Storage 19.04.2012 - 18.07.2012: 91d	7d*0€ + 84d*2€	EUR	168.00

ALV 0%

TOTAL

EUR 328.00

Company Information

Company: Oy CarCont Ltd
Business ID: FI2005139-0
Address: Merituulentie 424 2nd fl, 48310 Kotka, Finland
Tel.: +358 (5) 260 47 00
E-mail: finland@eulines.com

Account Information

Bank: NORDEA
Bank Address: HELSINKI, FINLAND
SWIFT: NDEAFIHH
IBAN: FI41 10693000226829

Payer

GLOBAL CARGO OY
KOTOLAHDENTIE, 6,
48310 KOTKA, FINLAND

Payment terms

Issue Date 18/07/2012
Due Date 21/07/2012
Overdue 16%
Issued by

Page 1 / 1

NN Text

Formula

Currency

Amount

1 Car LEXUS GS350 VIN#JTHCE96S780021272 pickup 18.07.2012		---	
2 Unloading	150€	EUR	150.00
3 Customs fees	10€	EUR	10.00
4 Storage 04.04.2012 - 18.07.2012: 106d	7d*0€ + 99d*2€	EUR	198.00

ALV 0%

TOTAL

EUR

358.00

Company Information

Company: Oy CarCont Ltd
Business ID: FI2005139-0
Address: Merituulentie 424 2nd fl, 48310 Kotka, Finland
Tel.: +358 (5) 260 47 00
E-mail: finland@eulines.com

Account Information

Bank: NORDEA
Bank Address: HELSINKI, FINLAND
SWIFT: NDEAFIHH
IBAN: FI41 10693000226829

INVOICE A1194

Oy CarCont Ltd

Payer

GLOBAL CARGO OY
KOTOLAHDENTIE, 6,
48310 KOTKA, FINLAND

Payment terms

Issue Date 26/07/2012
Due Date 29/07/2012
Overdue 16%
Issued by

Page 1 / 1

NN Text

Formula

Currency

Amount

1 Car FORD FOCUS VIN#1FAFP34P93W253386 pickup 26.07.2012	---	
2 Unloading	150€	EUR 150.00
3 Customs fees	10€	EUR 10.00
4 Storage 22.11.2011 - 26.07.2012: 248d	7d*0€ + 241d*2€	EUR 482.00

ALV 0%

TOTAL

EUR

642.00

Company Information

Company: Oy CarCont Ltd
Business ID: FI2005139-0
Address: Merituulentie 424 2nd fl, 48310 Kotka, Finland
Tel.: +358 (5) 260 47 00
E-mail: finland@eulines.com

Account Information

Bank: NORDEA
Bank Address: HELSINKI, FINLAND
SWIFT: NDEAFIHH
IBAN: FI41 10693000226829

INVOICE A1195**Oy CarCont Ltd****Payer**GLOBAL CARGO OY
KOTOLAHDENTIE, 6,
48310 KOTKA, FINLAND**Payment terms****Issue Date** 27/07/2012
Due Date 30/07/2012
Overdue 16%
Issued by**Page 1 / 1****NN Text****Formula****Currency****Amount**

1 Car KIA SORENTO VIN#5XYKWD A21BG119977 pickup 27.07.2012		---	
2 Unloading	150€	EUR	150.00
3 Customs fees	10€	EUR	10.00
4 Storage 16.05.2012 - 27.07.2012: 73d	7d*0€ + 66d*2€	EUR	132.00

ALV 0%

TOTAL**EUR****292.00****Company Information**Company: Oy CarCont Ltd
Business ID: FI2005139-0
Address: Merituulentie 424 2nd fl, 48310 Kotka, Finland
Tel.: +358 (5) 260 47 00
E-mail: finland@eulines.com**Account Information**Bank: NORDEA
Bank Address: HELSINKI, FINLAND
SWIFT: NDEAFIHH
IBAN: FI41 10693000226829

INVOICE A1202**Oy CarCont Ltd****Payer**GLOBAL CARGO OY
KOTOLAHDENTIE, 6,
48310 KOTKA, FINLAND**Payment terms**Issue Date 09/08/2012
Due Date 12/08/2012
Overdue 16%
Issued by**Page 1 / 1****NN Text****Formula****Currency****Amount**

1 Car ACURA MDX VIN#2HNYD28259H513479 pickup 09.08.2012		---	
2 Unloading	150€	EUR	150.00
3 Customs fees	10€	EUR	10.00
4 Storage 25.07.2012 - 09.08.2012: 16d	7d*0€ + 9d*2€	EUR	18.00

ALV 0%

TOTAL**EUR****178.00****Company Information**Company: Oy CarCont Ltd
Business ID: FI2005139-0
Address: Merituulentie 424 2nd fl, 48310 Kotka, Finland
Tel.: +358 (5) 260 47 00
E-mail: finland@eulines.com**Account Information**Bank: NORDEA
Bank Address: HELSINKI, FINLAND
SWIFT: NDEAFIHH
IBAN: FI41 10693000226829

INVOICE A1203

Oy CarCont Ltd

Payer

GLOBAL CARGO OY
KOTOLAHDENTIE, 6,
48310 KOTKA, FINLAND

Payment terms

Issue Date 10/08/2012
Due Date 13/08/2012
Overdue 16%
Issued by

Page 1 / 1

NN Text

Formula

Currency

Amount

1 Car VOLKSWAGEN PASSAT VIN#WVWJK73C18P113519 pickup 10.08.2012	---		
2 Unloading	150€	EUR	150.00
3 Customs fees	10€	EUR	10.00
4 Storage 25.07.2012 - 10.08.2012: 17d	7d*0€ + 10d*2€	EUR	20.00

ALV 0%

TOTAL

EUR

180.00

Company Information

Company: Oy CarCont Ltd
Business ID: FI2005139-0
Address: Merituulentie 424 2nd fl, 48310 Kotka, Finland
Tel.: +358 (5) 260 47 00
E-mail: finland@eulines.com

Account Information

Bank: NORDEA
Bank Address: HELSINKI, FINLAND
SWIFT: NDEAFIHH
IBAN: FI41 10693000226829

INVOICE A1206

Oy CarCont Ltd

Payer

GLOBAL CARGO OY
KOTOLAHDENTIE, 6,
48310 KOTKA, FINLAND

Payment terms

Issue Date 13/08/2012
Due Date 16/08/2012
Overdue 16%
Issued by

Page 1 / 1

NN Text

Formula

Currency

Amount

1 Car MERCEDES BENZ GL550 VIN#4JGBF8GE8BA753291 pickup 13.08.2012		---	
2 Unloading	150€	EUR	150.00
3 Customs fees	10€	EUR	10.00
4 Storage 11.07.2012 - 13.08.2012: 34d	7d*0€ + 23d*2€ + 4d*2€	EUR	54.00

ALV 0%

TOTAL

EUR 214.00

Company Information

Company: Oy CarCont Ltd
Business ID: FI2005139-0
Address: Merituulentie 424 2nd fl, 48310 Kotka, Finland
Tel.: +358 (5) 260 47 00
E-mail: finland@eulines.com

Account Information

Bank: NORDEA
Bank Address: HELSINKI, FINLAND
SWIFT: NDEAFIHH
IBAN: FI41 10693000226829

Payer

GLOBAL CARGO OY
KOTOLAHDENTIE, 6,
48310 KOTKA, FINLAND

Payment terms

Issue Date 16/08/2012
Due Date 19/08/2012
Overdue 16%
Issued by

Page 1 / 1

NN	Text	Formula	Currency	Amount
1	Car TOYOTA VENZA VIN#4T3ZE11A89U009897 pickup 15.08.2012		---	
2	Unloading	150€	EUR	150.00
3	Customs fees	10€	EUR	10.00
4	Storage 09.08.2012 - 15.08.2012: 7d	7d*0€ + 0d*5€ + 0d*10€	EUR	0.00
5	Car TOYOTA FJ CRUISER VIN#JTEBU4BF7BK107295 pickup 15.08.2012		---	
6	Unloading	150€	EUR	150.00
7	Customs fees	10€	EUR	10.00
8	Storage 14.06.2012 - 15.08.2012: 63d	7d*0€ + 23d*2€ + 33d*2€	EUR	112.00

ALV 0%

TOTAL

EUR 432.00

Company Information

Company: Oy CarCont Ltd
Business ID: FI2005139-0
Address: Merituulentie 424 2nd fl, 48310 Kotka, Finland
Tel.: +358 (5) 260 47 00
E-mail: finland@eulines.com

Account Information

Bank: NORDEA
Bank Address: HELSINKI, FINLAND
SWIFT: NDEAFIHH
IBAN: FI41 10693000226829

INVOICE A1208**Oy CarCont Ltd****Payer**GLOBAL CARGO OY
KOTOLAHDENTIE, 6,
48310 KOTKA, FINLAND**Payment terms****Issue Date** 16/08/2012
Due Date 19/08/2012
Overdue 16%
Issued by**Page 1 / 1****NN Text****Formula****Currency****Amount**

1 Car LEXUS LX570 VIN#JTJHY00W094019179 pickup 15.08.2012		---	
2 Unloading	150€	EUR	150.00
3 Customs fees	10€	EUR	10.00
4 Storage 01.08.2012 - 15.08.2012: 15d	7d*0€ + 8d*2€	EUR	16.00

ALV 0%

TOTAL**EUR 176.00****Company Information**Company: Oy CarCont Ltd
Business ID: FI2005139-0
Address: Merituulentie 424 2nd fl, 48310 Kotka, Finland
Tel.: +358 (5) 260 47 00
E-mail: finland@eulines.com**Account Information**Bank: NORDEA
Bank Address: HELSINKI, FINLAND
SWIFT: NDEAFIHH
IBAN: FI41 10693000226829

INVOICE A1214**Oy CarCont Ltd****Payer**GLOBAL CARGO OY
KOTOLAHDENTIE, 6,
48310 KOTKA, FINLAND**Payment terms****Issue Date** 21/08/2012
Due Date 24/08/2012
Overdue 16%
Issued by**Page 1 / 1****NN Text****Formula****Currency****Amount**

1 Car VOLKSWAGEN TIGUAN VIN#WVGAV75N89W002037 pickup 21.08.2012	---	
2 Unloading	150€	EUR 150.00
3 Customs fees	10€	EUR 10.00
4 Storage 27.06.2012 - 21.08.2012: 56d	7d*0€ + 49d*2€	EUR 98.00

ALV 0%

TOTAL**EUR 258.00****Company Information**Company: Oy CarCont Ltd
Business ID: FI2005139-0
Address: Merituulentie 424 2nd fl, 48310 Kotka, Finland
Tel.: +358 (5) 260 47 00
E-mail: finland@eulines.com**Account Information**Bank: NORDEA
Bank Address: HELSINKI, FINLAND
SWIFT: NDEAFIHH
IBAN: FI41 10693000226829

INVOICE A1216

Oy CarCont Ltd

Payer

GLOBAL CARGO OY
KOTOLAHDENTIE, 6,
48310 KOTKA, FINLAND

Payment terms

Issue Date 31/08/2012
Due Date 03/09/2012
Overdue 16%
Issued by

Page 1 / 1

NN Text

Formula

Currency

Amount

1 Car TOYOTA.TUNDRA VIN#5TBBV58158S492658 pickup 30.08.2012	---	
2 Unloading	150€	EUR 150.00
3 Customs fees	10€	EUR 10.00
4 Storage 29.08.2012 - 30.08.2012: 2d	2d*0€ + 0d*2€	EUR 0.00

ALV 0%

TOTAL

EUR 160.00

Company Information

Company: Oy CarCont Ltd
Business ID: FI2005139-0
Address: Merituulentie 424 2nd fl, 48310 Kotka, Finland
Tel.: +358 (5) 260 47 00
E-mail: finland@eulines.com

Account Information

Bank: NORDEA
Bank Address: HELSINKI, FINLAND
SWIFT: NDEAFIHH
IBAN: FI41 10693000226829

INVOICE A1217

Oy CarCont Ltd

Payer

GLOBAL CARGO OY
KOTOLAHDENTIE, 6,
48310 KOTKA, FINLAND

Payment terms

Issue Date 31/08/2012
Due Date 03/09/2012
Overdue 16%
Issued by

Page 1 / 1

NN Text

Formula

Currency

Amount

1 Car SUBARU OUTBACK VIN#4S4BRBKC0A3323316 pickup 31.08.2012	---	
2 Unloading	150€	EUR 150.00
3 Customs fees	10€	EUR 10.00
4 Storage 09.08.2012 - 31.08.2012: 23d	7d*0€ + 16d*2€	EUR 32.00

ALV 0%

TOTAL

EUR 192.00

Company Information

Company: Oy CarCont Ltd
Business ID: FI2005139-0
Address: Merituulentie 424 2nd fl, 48310 Kotka, Finland
Tel.: +358 (5) 260 47 00
E-mail: finland@eulines.com

Account Information

Bank: NORDEA
Bank Address: HELSINKI, FINLAND
SWIFT: NDEAFIHH
IBAN: FI41 10693000226829

INVOICE A1218

Oy CarCont Ltd

Payer

GLOBAL CARGO OY
KOTOLAHDENTIE, 6,
48310 KOTKA, FINLAND

Payment terms

Issue Date 31/08/2012
Due Date 03/09/2012
Overdue 16%
Issued by

Page 1 / 1

NN Text

Formula

Currency

Amount

1 Car TOYOTA VENZA VIN#4T3BK11AX9U011550 pickup 31.08.2012	---	
2 Unloading	150€	EUR 150.00
3 Customs fees	10€	EUR 10.00
4 Storage 28.08.2012 - 31.08.2012: 4d	4d*0€ + 0d*2€	EUR 0.00

ALV 0%

TOTAL

EUR 160.00

Company Information

Company: Oy CarCont Ltd
Business ID: FI2005139-0
Address: Merituulentie 424 2nd fl, 48310 Kotka, Finland
Tel.: +358 (5) 260 47 00
E-mail: finland@eulines.com

Account Information

Bank: NORDEA
Bank Address: HELSINKI, FINLAND
SWIFT: NDEAFIHH
IBAN: FI41 10693000226829

INVOICE A1258

Oy CarCont Ltd

Payer

GLOBAL CARGO OY
KOTOLAHDENTIE, 6,
48310 KOTKA, FINLAND

Payment terms

Issue Date 30/10/2012
Due Date 02/11/2012
Overdue 16%
Issued by

Page 1 / 1

NN Text

Formula

Currency

Amount

1 Car AUDI Q7 VIN#WA1BY74L68D032495 pickup 30.10.2012		---	
2 Unloading	150€	EUR	150.00
3 Customs fees	10€	EUR	10.00
4 Storage 23.05.2012 - 30.10.2012: 161d	7d*0€ + 154d*2€	EUR	308.00

ALV 0%

TOTAL

EUR

468.00

Company Information

Company: Oy CarCont Ltd
Business ID: FI2005139-0
Address: Merituulentie 424 2nd fl, 48310 Kotka, Finland
Tel.: +358 (5) 260 47 00
E-mail: finland@eulines.com

Account Information

Bank: NORDEA
Bank Address: HELSINKI, FINLAND
SWIFT: NDEAFIHH
IBAN: FI41 10693000226829

Payer

GLOBAL CARGO OY
KOTOLAHDENTIE, 6,
48310 KOTKA, FINLAND

Payment terms

Issue Date 24/10/2012
Due Date 27/10/2012
Overdue 16%
Issued by

Page 1 / 1

NN Text

Formula

Currency

Amount

1 Car TOYOTA HIGHLANDER VIN#JTEDA41A692008162 pickup 24.10.2012		---	
2 Unloading	150€	EUR	150.00
3 Customs fees	10€	EUR	10.00
4 Storage 29.05.2012 - 24.10.2012: 149d	7d*0€ + 142d*2€	EUR	284.00

ALV 0%

TOTAL

EUR

444.00

Company Information

Company: Oy CarCont Ltd
Business ID: FI2005139-0
Address: Merituulentie 424 2nd fl, 48310 Kotka, Finland
Tel.: +358 (5) 260 47 00
E-mail: finland@eulines.com

Account Information

Bank: NORDEA
Bank Address: HELSINKI, FINLAND
SWIFT: NDEAFIHH
IBAN: FI41 10693000226829

INVOICE A1256

Oy CarCont Ltd

Payer

GLOBAL CARGO OY
KOTOLAHDENTIE, 6,
48310 KOTKA, FINLAND

Payment terms

Issue Date 24/10/2012
Due Date 27/10/2012
Overdue 16%
Issued by

Page 1 / 1

NN Text

Formula

Currency

Amount

1 Car CAN-AM REN500 VIN#3JBHGCK13AJ000051 pickup 24.10.2012	---	
2 Unloading	150€	EUR 150.00
3 Customs fees	10€	EUR 10.00
4 Storage 05.09.2012 - 24.10.2012: 50d	7d*0€ + 43d*2€	EUR 86.00

ALV 0%

TOTAL

EUR

246.00

Company Information

Company: Oy CarCont Ltd
Business ID: FI2005139-0
Address: Merituulentie 424 2nd fl, 48310 Kotka, Finland
Tel.: +358 (5) 260 47 00
E-mail: finland@eulines.com

Account Information

Bank: NORDEA
Bank Address: HELSINKI, FINLAND
SWIFT: NDEAFIHH
IBAN: FI41 10693000226829

INVOICE A1254

Oy CarCont Ltd

Payer

GLOBAL CARGO OY
KOTOLAHDENTIE, 6,
48310 KOTKA, FINLAND

Payment terms

Issue Date 19/10/2012
Due Date 22/10/2012
Overdue 16%
Issued by

Page 1 / 1

NN Text

Formula

Currency

Amount

1 Car MINI COOPER VIN#WMWMM33588TP72137 pickup 19.10.2012		---	
2 Unloading	150€	EUR	150.00
3 Customs fees	10€	EUR	10.00
4 Storage 11.09.2012 - 19.10.2012: 39d	7d*0€ + 32d*2€	EUR	64.00

ALV 0%

TOTAL

EUR

224.00

Company Information

Company: Oy CarCont Ltd
Business ID: FI2005139-0
Address: Merituulentie 424 2nd fl, 48310 Kotka, Finland
Tel.: +358 (5) 260 47 00
E-mail: finland@eulines.com

Account Information

Bank: NORDEA
Bank Address: HELSINKI, FINLAND
SWIFT: NDEAFIHH
IBAN: FI41 10693000226829

INVOICE A1246

Oy CarCont Ltd

Payer

GLOBAL CARGO OY
KOTOLAHDENTIE, 6,
48310 KOTKA, FINLAND

Payment terms

Issue Date 05/10/2012
Due Date 08/10/2012
Overdue 16%
Issued by

Page 1 / 1

NN Text

Formula

Currency

Amount

1 Car LEXUS RX350 VIN#2T2BK1BA5AC005146 pickup 05.10.2012	---		
2 Unloading	150€	EUR	150.00
3 Customs fees	10€	EUR	10.00
4 Storage 25.07.2012 - 05.10.2012: 73d	7d*0€ + 66d*2€	EUR	132.00

ALV 0%

TOTAL

EUR 292.00

Company Information

Company: Oy CarCont Ltd
Business ID: FI2005139-0
Address: Merituulentie 424 2nd fl, 48310 Kotka, Finland
Tel.: +358 (5) 260 47 00
E-mail: finland@eulines.com

Account Information

Bank: NORDEA
Bank Address: HELSINKI, FINLAND
SWIFT: NDEAFIHH
IBAN: FI41 10693000226829

INVOICE A1243**Oy CarCont Ltd****Payer**GLOBAL CARGO OY
KOTOLAHDENTIE, 6,
48310 KOTKA, FINLAND**Payment terms****Issue Date** 28/09/2012
Due Date 01/10/2012
Overdue 16%
Issued by**Page 1 / 1****NN Text****Formula****Currency****Amount**

1 Car VOLKSWAGEN CC VIN#WVWNL73C59E525647 pickup 28.09.2012	---	
2 Unloading	150€	EUR 150.00
3 Customs fees	10€	EUR 10.00
4 Storage 28.08.2012 - 28.09.2012: 32d	7d*0€ + 25d*2€	EUR 50.00

ALV 0%

TOTAL**EUR****210.00****Company Information**Company: Oy CarCont Ltd
Business ID: FI2005139-0
Address: Merituulentie 424 2nd fl, 48310 Kotka, Finland
Tel.: +358 (5) 260 47 00
E-mail: finland@eulines.com**Account Information**Bank: NORDEA
Bank Address: HELSINKI, FINLAND
SWIFT: NDEAFIHH
IBAN: FI41 10693000226829

INVOICE A1242**Oy CarCont Ltd****Payer**GLOBAL CARGO OY
KOTOLAHDENTIE, 6,
48310 KOTKA, FINLAND**Payment terms****Issue Date** 28/09/2012
Due Date 01/10/2012
Overdue 16%
Issued by**Page 1 / 1****NN Text****Formula****Currency****Amount**

1 Car LAND ROVER RANGE VIN#SALME11474A170360 pickup 29.09.2012		---	
2 Unloading	150€	EUR	150.00
3 Customs fees	10€	EUR	10.00
4 Storage 29.08.2012 - 29.09.2012: 32d	7d*0€ + 25d*2€	EUR	50.00

ALV 0%

TOTAL**EUR****210.00****Company Information**Company: Oy CarCont Ltd
Business ID: FI2005139-0
Address: Merituulentie 424 2nd fl, 48310 Kotka, Finland
Tel.: +358 (5) 260 47 00
E-mail: finland@eulines.com**Account Information**Bank: NORDEA
Bank Address: HELSINKI, FINLAND
SWIFT: NDEAFIHH
IBAN: FI41 10693000226829

INVOICE A1240

Oy CarCont Ltd

Payer

GLOBAL CARGO OY
KOTOLAHDENTIE, 6,
48310 KOTKA, FINLAND

Payment terms

Issue Date 28/09/2012
Due Date 01/10/2012
Overdue 16%
Issued by

Page 1 / 1

NN Text

Formula

Currency

Amount

1 Car TOYOTA HIGHLANDER VIN#JTEDA41A092000297 pickup 28.09.2012		---	
2 Unloading	150€	EUR	150.00
3 Customs fees	10€	EUR	10.00
4 Storage 28.08.2012 - 28.09.2012: 32d	7d*0€ + 25d*2€	EUR	50.00

ALV 0%

TOTAL

EUR 210.00

Company Information

Company: Oy CarCont Ltd
Business ID: FI2005139-0
Address: Merituulentie 424 2nd fl, 48310 Kotka, Finland
Tel.: +358 (5) 260 47 00
E-mail: finland@eulines.com

Account Information

Bank: NORDEA
Bank Address: HELSINKI, FINLAND
SWIFT: NDEAFIHH
IBAN: FI41 10693000226829

INVOICE A1238

Oy CarCont Ltd

Payer

GLOBAL CARGO OY
KOTOLAHDENTIE, 6,
48310 KOTKA, FINLAND

Payment terms

Issue Date 26/09/2012
Due Date 29/09/2012
Overdue 16%
Issued by

Page 1 / 1

NN Text

Formula

Currency

Amount

1 Car AUDI A4 VIN#WAULF78K69A128211 pickup 26.09.2012		---	
2 Unloading	150€	EUR	150.00
3 Customs fees	10€	EUR	10.00
4 Storage 09.08.2012 - 26.09.2012: 49d	7d*0€ + 42d*2€	EUR	84.00

ALV 0%

TOTAL

EUR 244.00

Company Information

Company: Oy CarCont Ltd
Business ID: FI2005139-0
Address: Merituulentie 424 2nd fl, 48310 Kotka, Finland
Tel.: +358 (5) 260 47 00
E-mail: finland@eulines.com

Account Information

Bank: NORDEA
Bank Address: HELSINKI, FINLAND
SWIFT: NDEAFIHH
IBAN: FI41 10693000226829

INVOICE A1234**Oy CarCont Ltd****Payer**GLOBAL CARGO OY
KOTOLAHDENTIE, 6,
48310 KOTKA, FINLAND**Payment terms****Issue Date** 17/09/2012
Due Date 20/09/2012
Overdue 16%
Issued by**Page 1 / 1****NN Text****Formula****Currency****Amount**

1 Car TOYOTA HIGHLANDER VIN#JTEDA41A192000552 pickup 17.09.2012		---	
2 Unloading	150€	EUR	150.00
3 Customs fees	10€	EUR	10.00
4 Storage 29.08.2012 - 17.09.2012: 20d	7d*0€ + 13d*2€	EUR	26.00

ALV 0%

TOTAL**EUR 186.00****Company Information**Company: Oy CarCont Ltd
Business ID: FI2005139-0
Address: Merituulentie 424 2nd fl, 48310 Kotka, Finland
Tel.: +358 (5) 260 47 00
E-mail: finland@eulines.com**Account Information**Bank: NORDEA
Bank Address: HELSINKI, FINLAND
SWIFT: NDEAFIHH
IBAN: FI41 10693000226829

INVOICE A1230

Oy CarCont Ltd

Payer

GLOBAL CARGO OY
KOTOLAHDENTIE, 6,
48310 KOTKA, FINLAND

Payment terms

Issue Date 14/09/2012
Due Date 17/09/2012
Overdue 16%
Issued by

Page 1 / 1

NN Text

Formula

Currency

Amount

1 Car TOYOTA CAMRY VIN#4T1BE46K78U743152 pickup 14.09.2012	---	
2 Unloading	150€	EUR 150.00
3 Customs fees	10€	EUR 10.00
4 Storage 23.05.2012 - 14.09.2012: 115d	7d*0€ + 108d*2€	EUR 216.00

ALV 0%

TOTAL

EUR 376.00

Company Information

Company: Oy CarCont Ltd
Business ID: FI2005139-0
Address: Merituulentie 424 2nd fl, 48310 Kotka, Finland
Tel.: +358 (5) 260 47 00
E-mail: finland@eulines.com

Account Information

Bank: NORDEA
Bank Address: HELSINKI, FINLAND
SWIFT: NDEAFIHH
IBAN: FI41 10693000226829

INVOICE A1229

Oy CarCont Ltd

Payer

GLOBAL CARGO OY
KOTOLAHDENTIE, 6,
48310 KOTKA, FINLAND

Payment terms

Issue Date 14/09/2012
Due Date 17/09/2012
Overdue 16%
Issued by

Page 1 / 1

NN Text

Formula

Currency

Amount

1 Car BMW X5 VIN#5UXFE43578L031006 pickup 14.09.2012		---	
2 Unloading	150€	EUR	150.00
3 Customs fees	10€	EUR	10.00
4 Storage 11.09.2012 - 14.09.2012: 4d	4d*0€ + 0d*2€	EUR	0.00

ALV 0%

TOTAL

EUR 160.00

Company Information

Company: Oy CarCont Ltd
Business ID: FI2005139-0
Address: Merituulentie 424 2nd fl, 48310 Kotka, Finland
Tel.: +358 (5) 260 47 00
E-mail: finland@eulines.com

Account Information

Bank: NORDEA
Bank Address: HELSINKI, FINLAND
SWIFT: NDEAFIHH
IBAN: FI41 10693000226829

INVOICE A1228

Oy CarCont Ltd

Payer

GLOBAL CARGO OY
KOTOLAHDENTIE, 6,
48310 KOTKA, FINLAND

Payment terms

Issue Date 13/09/2012
Due Date 16/09/2012
Overdue 16%
Issued by

Page 1 / 1

NN Text

Formula

Currency

Amount

1 Car LEXUS LX570 VIN#JTJBK1BAXA2400102 pickup 13.09.2012		---	
2 Unloading	150€	EUR	150.00
3 Customs fees	10€	EUR	10.00
4 Storage 01.08.2012 - 13.09.2012: 44d	7d*0€ + 37d*2€	EUR	74.00

ALV 0%

TOTAL

EUR 234.00

Company Information

Company: Oy CarCont Ltd
Business ID: FI2005139-0
Address: Merituulentie 424 2nd fl, 48310 Kotka, Finland
Tel.: +358 (5) 260 47 00
E-mail: finland@eulines.com

Account Information

Bank: NORDEA
Bank Address: HELSINKI, FINLAND
SWIFT: NDEAFIHH
IBAN: FI41 10693000226829

INVOICE A1226**Oy CarCont Ltd****Payer**GLOBAL CARGO OY
KOTOLAHDENTIE, 6,
48310 KOTKA, FINLAND**Payment terms****Issue Date** 07/09/2012
Due Date 10/09/2012
Overdue 16%
Issued by**Page 1 / 1****NN Text****Formula****Currency****Amount**

1 Car LINCOLN MKX VIN#2LMDU88C09BJ08908 pickup 07.09.2012		---	
2 Unloading	150€	EUR	150.00
3 Customs fees	10€	EUR	10.00
4 Storage 09.08.2012 - 07.09.2012: 30d	7d*0€ + 23d*2€	EUR	46.00

ALV 0%

TOTAL**EUR****206.00****Company Information**Company: Oy CarCont Ltd
Business ID: FI2005139-0
Address: Merituulentie 424 2nd fl, 48310 Kotka, Finland
Tel.: +358 (5) 260 47 00
E-mail: finland@eulines.com**Account Information**Bank: NORDEA
Bank Address: HELSINKI, FINLAND
SWIFT: NDEAFIHH
IBAN: FI41 10693000226829

INVOICE A1224**Oy CarCont Ltd****Payer**GLOBAL CARGO OY
KOTOLAHDENTIE, 6,
48310 KOTKA, FINLAND**Payment terms****Issue Date** 05/09/2012
Due Date 08/09/2012
Overdue 16%
Issued by**Page 1 / 1****NN Text****Formula****Currency****Amount**

1 Car VOLKSWAGEN CC VIN#WVWHL73C59E539108 pickup 05.09.2012		---	
2 Unloading	150€	EUR	150.00
3 Customs fees	10€	EUR	10.00
4 Storage 28.08.2012 - 05.09.2012: 9d	7d*0€ + 2d*2€	EUR	4.00

ALV 0%

TOTAL**EUR 164.00****Company Information**Company: Oy CarCont Ltd
Business ID: FI2005139-0
Address: Merituulentie 424 2nd fl, 48310 Kotka, Finland
Tel.: +358 (5) 260 47 00
E-mail: finland@eulines.com**Account Information**Bank: NORDEA
Bank Address: HELSINKI, FINLAND
SWIFT: NDEAFIHH
IBAN: FI41 10693000226829

Payer

GLOBAL CARGO OY
KOTOLAHDENTIE, 6,
48310 KOTKA, FINLAND

Payment terms

Issue Date 08/11/2012
Due Date 11/11/2012
Overdue 16%
Issued by

Page 1 / 1

NN	Text	Formula	Currency	Amount
1	Car VOLKSWAGEN CC VIN#WVWML7AN0AE513412 pickup 08.11.2012		---	
2	Unloading	150€	EUR	150.00
3	Customs fees	10€	EUR	10.00
4	Storage 15.10.2012 - 08.11.2012: 25d	7d*0€ + 18d*2€	EUR	36.00
5	Car SUBARU LEGACY VIN#4S3BMCA60A3228095 pickup 08.11.2012		---	
6	Unloading	150€	EUR	150.00
7	Customs fees	10€	EUR	10.00
8	Storage 15.10.2012 - 08.11.2012: 25d	7d*0€ + 18d*2€	EUR	36.00
9	Car VOLKSWAGEN CC VIN#WVWML7AN1AE528534 pickup 08.11.2012		---	
10	Unloading	150€	EUR	150.00
11	Customs fees	10€	EUR	10.00
12	Storage 16.10.2012 - 08.11.2012: 24d	7d*0€ + 17d*2€	EUR	34.00
13	Car AUDI A4 VIN#WAULF78K29A100471 pickup 08.11.2012		---	
14	Unloading	150€	EUR	150.00
15	Customs fees	10€	EUR	10.00
16	Storage 15.10.2012 - 08.11.2012: 25d	7d*0€ + 18d*2€	EUR	36.00

ALV 0%

TOTAL

EUR 782.00

Company Information

Company: Oy CarCont Ltd
Business ID: FI2005139-0
Address: Merituulentie 424 2nd fl, 48310 Kotka, Finland
Tel.: +358 (5) 260 47 00
E-mail: finland@eulines.com

Account Information

Bank: NORDEA
Bank Address: HELSINKI, FINLAND
SWIFT: NDEAFIHH
IBAN: FI41 10693000226829

Payer

GLOBAL CARGO OY
KOTOLAHDENTIE, 6,
48310 KOTKA, FINLAND

Payment terms

Issue Date 16/11/2012
Due Date 19/11/2012
Overdue 16%
Issued by

Page 1 / 1

NN Text

Formula

Currency

Amount

1 Car TOYOTA HIGHLANDER VIN#JTEEW41A492030117 pickup 16.11.2012		---	
2 Customs fees	10€	EUR	10.00
3 Storage 16.10.2012 - 16.11.2012: 32d	$7d \cdot 0€ + 23d \cdot 2€ + 2d \cdot 2€$	EUR	50.00
4 Unloading	150€	EUR	150.00

ALV 0%

TOTAL

EUR 210.00

Company Information

Company: Oy CarCont Ltd
Business ID: FI2005139-0
Address: Merituulentie 424 2nd fl, 48310 Kotka, Finland
Tel.: +358 (5) 260 47 00
E-mail: finland@eulines.com

Account Information

Bank: NORDEA
Bank Address: HELSINKI, FINLAND
SWIFT: NDEAFIHH
IBAN: FI41 10693000226829

INVOICE A1275**Oy CarCont Ltd****Payer**GLOBAL CARGO OY
KOTOLAHDENTIE, 6,
48310 KOTKA, FINLAND**Payment terms****Issue Date** 21/11/2012
Due Date 24/11/2012
Overdue 16%
Issued by**Page 1 / 1****NN Text****Formula****Currency****Amount**

1 Unloading	150€	EUR	150.00
2 Customs fees	10€	EUR	10.00
3 Storage 05.07.2012 - 21.11.2012: 140d	$7d \cdot 0€ + 23d \cdot 2€ + 110d \cdot 2€$	EUR	266.00
4 Car VOLVO XC60 VIN#YV4992DZ5A2026730 pickup 21.11.2012		---	

ALV 0%

TOTAL**EUR 426.00****Company Information**Company: Oy CarCont Ltd
Business ID: FI2005139-0
Address: Merituulentie 424 2nd fl, 48310 Kotka, Finland
Tel.: +358 (5) 260 47 00
E-mail: finland@eulines.com**Account Information**Bank: NORDEA
Bank Address: HELSINKI, FINLAND
SWIFT: NDEAFIHH
IBAN: FI41 10693000226829

INVOICE A1271**Oy CarCont Ltd****Payer**GLOBAL CARGO OY
KOTOLAHDENTIE, 6,
48310 KOTKA, FINLAND**Payment terms****Issue Date** 14/11/2012
Due Date 17/11/2012
Overdue 16%
Issued by**Page 1 / 1****NN Text****Formula****Currency****Amount**

1 Car FORD ESCAPE VIN#1FMCU92789KB53822 pickup 14.11.2012		---	
2 Unloading	150€	EUR	150.00
3 Customs fees	10€	EUR	10.00
4 Storage 01.10.2012 - 14.11.2012: 45d	7d*0€ + 23d*2€ + 15d*2€	EUR	76.00

ALV 0%**TOTAL****EUR****236.00****Company Information**Company: Oy CarCont Ltd
Business ID: FI2005139-0
Address: Merituulentie 424 2nd fl, 48310 Kotka, Finland
Tel.: +358 (5) 260 47 00
E-mail: finland@eulines.com**Account Information**Bank: NORDEA
Bank Address: HELSINKI, FINLAND
SWIFT: NDEAFIHH
IBAN: FI41 10693000226829

INVOICE A1278

Oy CarCont Ltd

Payer

GLOBAL CARGO OY
KOTOLAHDENTIE, 6,
48310 KOTKA, FINLAND

Payment terms

Issue Date 30/11/2012
Due Date 03/12/2012
Overdue 16%
Issued by

Page 1 / 1

NN Text

Formula

Currency

Amount

1 Unloading	150€	EUR	150.00
2 Customs fees	10€	EUR	10.00
3 Storage 24.10.2012 - 30.11.2012: 38d	7d*0€ + 23d*2€ + 8d*2€	EUR	62.00
4 Car TOYOTA CAMRY VIN#4T1BE46K59U918340 pickup 30.11.2012		---	

ALV 0%

TOTAL

EUR

222.00

Company Information

Company: Oy CarCont Ltd
Business ID: FI2005139-0
Address: Merituulentie 424 2nd fl, 48310 Kotka, Finland
Tel.: +358 (5) 260 47 00
E-mail: finland@eulines.com

Account Information

Bank: NORDEA
Bank Address: HELSINKI, FINLAND
SWIFT: NDEAFIHH
IBAN: FI41 10693000226829

INVOICE A1282**Oy CarCont Ltd****Payer**GLOBAL CARGO OY
KOTOLAHDENTIE, 6,
48310 KOTKA, FINLAND**Payment terms****Issue Date** 07/12/2012
Due Date 10/12/2012
Overdue 16%
Issued by**Page 1 / 1****NN Text****Formula****Currency****Amount**

1 Car HARLEY DAVIDSON VIN#1HD1PR817BB959662 pickup 07.12.2012		---	
2 Unloading	150€	EUR	150.00
3 Customs fees	10€	EUR	10.00
4 Storage 01.08.2011 - 07.12.2012: 495d	7d*0€ + 488d*2€	EUR	976.00

ALV 0%

TOTAL**EUR 1,136.00****Company Information**Company: Oy CarCont Ltd
Business ID: FI2005139-0
Address: Merituulentie 424 2nd fl, 48310 Kotka, Finland
Tel.: +358 (5) 260 47 00
E-mail: finland@eulines.com**Account Information**Bank: NORDEA
Bank Address: HELSINKI, FINLAND
SWIFT: NDEAFIHH
IBAN: FI41 10693000226829

INVOICE A1280**Oy CarCont Ltd****Payer**GLOBAL CARGO OY
KOTOLAHDENTIE, 6,
48310 KOTKA, FINLAND**Payment terms****Issue Date** 04/12/2012
Due Date 07/12/2012
Overdue 16%
Issued by**Page 1 / 1****NN Text****Formula****Currency****Amount**

0 Car VOLKSWAGEN PASSAT VIN#WVWAK73C78E211451 pickup 04.12.2012

1 Unloading

150€

EUR

150.00

2 Customs fees

10€

EUR

10.00

3 Storage 01.10.2012 - 04.12.2012: 65d

7d*0€ + 23d*2€ + 35d*2€

EUR

116.00

ALV 0%**TOTAL****EUR****276.00****Company Information**

Company: Oy CarCont Ltd

Business ID: FI2005139-0

Address: Merituulentie 424 2nd fl, 48310 Kotka, Finland

Tel.: +358 (5) 260 47 00

E-mail: finland@eulines.com

Account Information

Bank: NORDEA

Bank Address: HELSINKI, FINLAND

SWIFT: NDEAFIHH

IBAN: FI41 10693000226829

Payer

GLOBAL CARGO OY
KOTOLAHDENTIE, 6,
48310 KOTKA, FINLAND

Payment terms

Issue Date 07/12/2012
Due Date 07/12/2012
Overdue 16%
Issued by

Page 1 / 1

NN Text

Formula

Currency

Amount

1 Credit note C6 Date 07.12.2012 to invoice A1235 Date 19.09.2012

2 Car HARLEY DAVIDSON VIN#1HD1PR817BB959662

3 Unloading

-800€

EUR

-800.00

4 Customs fees

-10€

EUR

-10.00

5 Storage 01.08.2011 - 21.09.2012: 418d

418d*-7€

EUR

-2,926.00

ALV 0%

TOTAL

EUR

-3,736.00

Company Information

Company: Oy CarCont Ltd

Business ID: FI2005139-0

Address: Merituulentie 424 2nd fl, 48310 Kotka, Finland

Tel.: +358 (5) 260 47 00

E-mail: finland@eulines.com

Account Information

Bank: NORDEA

Bank Address: HELSINKI, FINLAND

SWIFT: NDEAFIHH

IBAN: FI41 10693000226829

Vohra, Anjali

From: Heather Ashley Hrytsyshyn (CENSUS/ITMD FED)
<heather.ashley.hrytsyshyn@census.gov>
Sent: Wednesday, July 27, 2016 3:37 PM
To: Michael Hitrinov
Cc: ITMD ASKAES (CENSUS/ITMD)
Subject: Freight forwarder section in ACE

Follow Up Flag: Follow Up
Flag Status: Flagged

Hi Michael,

It was great talking to you on the phone earlier.

To confirm, yes, if you are acting as an authorized agent or are an NVOCC, and have the power of attorney to file on behalf of the USPPI, you would list your company name and information in the freight forwarder section of ACE.

The data element for authorized agent is listed in Section 30.6(b)(1) of the Foreign Trade Regulations. See the below link:

http://www.census.gov/foreign-trade/regulations/regs/interactive_ftr_9122014.pdf

Department of Commerce - Census

www.census.gov

Department of Commerce . 15 CFR Part 30 . Foreign Trade Regulations (FTR): Mandatory Automated Export System Filing . for All Shipments Requiring Shipper's Export ...

Page 55.

Thanks!

Heather A. Hrytsyshyn
Statistician
Trade Regulations Branch
International Trade Management Division
U.S. Census Bureau
Office 301.763.3530 Room 5K166B
Heather.ashley.hrytsyshyn@census.gov

census.gov
Connect with us on [Social Media](#)

000932

4280-613

NEW YORK STATE

86170-969
AUTO COLLECTION GROUP
NEW JERSEY

WDDGF81X49R073295

File and Identification No.

WDDGF81X49R073295
WDDGF81X49R073295

Year

2009

Make

ME/BE

Model Code

C4A

Body/Hull

4DSD

THIENS

Document No.

001142R

Color

WH

W/L/St/Lgh

3635

Fuel

GAS

Cyl/Prop.

6

New or Used

NEW

Type of Title

VEHICLE

Date Issued

5/14/09

Name and Address of Owner(s)

DAIMLER TRUST

P O BOX 685

ROANOKE TX

76262

ODOMETER READING:

00009

ACTUAL MILEAGE

00009

This document is your proof of ownership for this vehicle. Boat or manufactured home. Keep it in a safe place and with your license or registration or in your vehicle or boat. To dispose of your vehicle, boat or manufactured home, complete the transfer section on the back and give this title to the new owner.

Lienholder

Lienholder

DAIMLER TRUST CO

PO BOX 997545

SACRAMENTO

CA 95899

01

ONE LIEN RECORDED

Lienholder

Lienholder

ONE LIEN RECORDED

ONE LIEN RECORDED

DEPARTMENT OF MOTOR VEHICLES

ANY CHANGE OF RESIDENCE WILL VOID THIS TITLE - ANY FALSE STATEMENT IS A MISDEMEANOR

SECTION 1 - Transfer by Owner

ODOMETER DISCLOSURE STATEMENT

1. I, the seller, warrant that the odometer reading shown on this certificate is correct to the best of my knowledge, and I warrant that the odometer reading is correct to the best of my knowledge.

2. I warrant that the odometer reading is correct to the best of my knowledge.

3. I warrant that the odometer reading is correct to the best of my knowledge.

4. I warrant that the odometer reading is correct to the best of my knowledge.

5. I warrant that the odometer reading is correct to the best of my knowledge.

ODOMETER READING

49243

(no tenths)

ODOMETER HAS SPACER FOR: (check one)
☐ Five Digits, including tenths
☐ Six Digits, excluding tenths

DAMAGE DISCLOSURE STATEMENT (To be Completed by Seller Marked on Page of Title)

1. I, the seller, warrant that the vehicle described on this certificate has not been wrecked, destroyed or damaged to such an extent that the total value of the vehicle is less than the value of the vehicle at the time of the accident, and/or legal action in the matter has been taken.

2. I warrant that the vehicle described on this certificate has not been wrecked, destroyed or damaged to such an extent that the total value of the vehicle is less than the value of the vehicle at the time of the accident, and/or legal action in the matter has been taken.

3. I warrant that the vehicle described on this certificate has not been wrecked, destroyed or damaged to such an extent that the total value of the vehicle is less than the value of the vehicle at the time of the accident, and/or legal action in the matter has been taken.

4. I warrant that the vehicle described on this certificate has not been wrecked, destroyed or damaged to such an extent that the total value of the vehicle is less than the value of the vehicle at the time of the accident, and/or legal action in the matter has been taken.

5. I warrant that the vehicle described on this certificate has not been wrecked, destroyed or damaged to such an extent that the total value of the vehicle is less than the value of the vehicle at the time of the accident, and/or legal action in the matter has been taken.

Seller's Signature

[Signature]

Dealer's Name

Effect Auto Sales Inc

Seller's Address

City

State

ZIP code

Date of Signature

6-26-12

Seller's Signature

[Signature]

Dealer's Name

Effect Auto Sales Inc

Seller's Address

City

State

ZIP code

Date of Signature

6-26-12

SECTION 2 - Reassignment by Manufacturer, Home Dealer or Registered Boat Dealer or Out-of-State Dealer

ODOMETER DISCLOSURE STATEMENT

1. I, the seller, warrant that the vehicle described on this certificate has not been wrecked, destroyed or damaged to such an extent that the total value of the vehicle is less than the value of the vehicle at the time of the accident, and/or legal action in the matter has been taken.

2. I warrant that the vehicle described on this certificate has not been wrecked, destroyed or damaged to such an extent that the total value of the vehicle is less than the value of the vehicle at the time of the accident, and/or legal action in the matter has been taken.

3. I warrant that the vehicle described on this certificate has not been wrecked, destroyed or damaged to such an extent that the total value of the vehicle is less than the value of the vehicle at the time of the accident, and/or legal action in the matter has been taken.

4. I warrant that the vehicle described on this certificate has not been wrecked, destroyed or damaged to such an extent that the total value of the vehicle is less than the value of the vehicle at the time of the accident, and/or legal action in the matter has been taken.

5. I warrant that the vehicle described on this certificate has not been wrecked, destroyed or damaged to such an extent that the total value of the vehicle is less than the value of the vehicle at the time of the accident, and/or legal action in the matter has been taken.

ODOMETER READING

(no tenths)

ODOMETER HAS SPACER FOR: (check one)
☐ Five Digits, including tenths
☐ Six Digits, excluding tenths

1. I, the seller, warrant that the vehicle described on this certificate has not been wrecked, destroyed or damaged to such an extent that the total value of the vehicle is less than the value of the vehicle at the time of the accident, and/or legal action in the matter has been taken.

2. I warrant that the vehicle described on this certificate has not been wrecked, destroyed or damaged to such an extent that the total value of the vehicle is less than the value of the vehicle at the time of the accident, and/or legal action in the matter has been taken.

3. I warrant that the vehicle described on this certificate has not been wrecked, destroyed or damaged to such an extent that the total value of the vehicle is less than the value of the vehicle at the time of the accident, and/or legal action in the matter has been taken.

4. I warrant that the vehicle described on this certificate has not been wrecked, destroyed or damaged to such an extent that the total value of the vehicle is less than the value of the vehicle at the time of the accident, and/or legal action in the matter has been taken.

5. I warrant that the vehicle described on this certificate has not been wrecked, destroyed or damaged to such an extent that the total value of the vehicle is less than the value of the vehicle at the time of the accident, and/or legal action in the matter has been taken.

Seller's Signature

[Signature]

City

State

ZIP code

Date of Signature

Seller's Address

City

State

ZIP code

Date of Signature

Seller's Signature

[Signature]

Dealer's Name

Seller's Address

City

State

ZIP code

Date of Signature

MADE IN OHIO 6 8133390

State of Ohio
 Bureau of Motor Vehicles



2183569

KEEP IN SAFE PLACE - ANY ALTERATION OR ERASURE VOIDS THIS TITLE

THE DEPARTMENT OF MOTOR VEHICLES, COMMONWEALTH OF VIRGINIA, HEREBY CERTIFIES THAT AN APPLICATION FOR A CERTIFICATE OF TITLE HAS BEEN MADE FOR THE VEHICLE DESCRIBED HEREON PURSUANT TO THE PROVISIONS OF THE MOTOR VEHICLE LAWS OF THIS COMMONWEALTH, THAT THE APPLICANT NAMED ON THE FACE HEREON HAS BEEN DULY RECORDED AS THE LAWFUL OWNER OF SAID VEHICLE, AND THAT, FROM THE STATEMENTS OF THE OWNER AND THE RECORDS ON FILE WITH THIS DEPARTMENT, THE HEREON DESCRIBED VEHICLE IS SUBJECT TO THE SECURITY INTEREST RECORDS ON FILE WITH THIS DEPARTMENT, AND AS DESCRIBED HEREON, IF ANY. THE MOTOR VEHICLE LAWS OF THIS COMMONWEALTH ALSO PROVIDE THAT ALL TITLE AND REGISTRATION INFORMATION IN THE OFFICE OF THE DEPARTMENT OF MOTOR VEHICLES IS PRIVILEGED AND ONLY SUBJECT TO DISSEMINATION TO AUTHORIZED AGENCIES, BUSINESS ORGANIZATIONS OR AGENCIES, GOVERNMENTAL ENTITIES AND INDIVIDUALS UNDER THE CONDITIONS SPECIFIED BY MOTOR VEHICLE CODE SECTIONS 26-2-208, 26-2-210, AND 26-2-210.

ESTABLISHED 10/12/12 382 382CMW ORIGINAL

VEHICLE IDENTIFICATION NO.		YEAR	MAKE	VEHICLE BODY	TITLE NO.
4T1BB46K19U306703		2009	TOY	4D SDN	58584255
EMPTY WGT.	GROSS WGT.	GVWR	GVWR	AXLES	FUEL
3307				2	GAS
SALES TAX PAID				ODOMETER	DATE ISSUED
VA EXEMPT				91842	10/17/12
OTHER PERTINENT DATA				ODOMETER BRAND	PRIOR TITLE NO.
OS				ACTUAL	

Name(s) and address(es) of vehicle owner:
TOYOTA MOTOR CREDIT CORP
PO BOX 105386
ATLANTA GA 30348-5386

THIS IS NOT A TITLE NUMBER

0 2 5 7 5 3 3 2

NO LIENS

A FEDERAL AND STATE LAW REQUIRE THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT. THE UNDERSIGNED HEREBY CERTIFIES THAT THE VEHICLE DESCRIBED IN THIS TITLE HAS BEEN TRANSFERRED TO THE FOLLOWING (PRINTED NAME AND ADDRESS OF BUYER(S)).	Buyer(s) Name <u>Effect Auto Sales Inc</u>	
	Street <u>500 South Broad Street</u>	City, State, Zip <u>Elizabeth NJ 07202</u>
	ODOMETER READING (No Tenths) <u>93842</u>	DATE OF SALE <u>11-5-12</u> SALE PRICE <u> </u>
	I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked: <input type="checkbox"/> 1. The mileage stated is in excess of its mechanical limit. <input type="checkbox"/> 2. The odometer reading is not the actual mileage. WARNING: ODOMETER DISCREPANCY	
	Signature of Seller(s) <u>[Signature]</u>	Printed Name of Seller(s) <u>Stan Wagon</u>
Signature of Buyer(s) <u>[Signature]</u>	Printed Name of Buyer(s) <u> </u>	
I am aware of the above odometer certification made by the Seller(s).		
I am aware of the above odometer certification made by the Seller(s).		

ANY ALTERATIONS OR ERASURE WILL VOID THIS CERTIFICATE OF TITLE AND IT MUST THEN BE SURRENDERED TO SECURE A REPLACEMENT.

PURCHASER MUST SECURE A NEW TITLE OR SURRENDER THIS ONE TO DMV WITHIN 30 DAYS OF SALE DATE.

VSA3L (REV. 07/88)

Federal and State law requires that you state the mileage in connection with the transfer of ownership. Failure to complete the odometer disclosure statement or providing a false statement may result in fines and/or imprisonment.				
B	I am aware of the dealer's odometer certification. Date of Sale _____ Sale Price _____			
	Buyer(s) Printed Name _____		Buyer(s) Signature _____	
	Buyer(s) Address _____		City _____ State _____ Zip Code _____	
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%; text-align: center;">ODOMETER READING (No 10 digits)</td> <td> I certify to the best of my knowledge that the odometer reading is the actual mileage unless one of the following statements is checked: <input type="checkbox"/> 1. The mileage stated is in excess of mechanical limits. <input type="checkbox"/> 2. The odometer reading is not the actual mileage. WARNING-ODOMETER DISCREPANCY </td> </tr> </table>			ODOMETER READING (No 10 digits)
ODOMETER READING (No 10 digits)	I certify to the best of my knowledge that the odometer reading is the actual mileage unless one of the following statements is checked: <input type="checkbox"/> 1. The mileage stated is in excess of mechanical limits. <input type="checkbox"/> 2. The odometer reading is not the actual mileage. WARNING-ODOMETER DISCREPANCY			
Dealer(s) Signature _____		Dealer(s) Printed Name _____ Dealer Number _____ Licensing Jurisdiction _____		
The dealer certifies that the vehicle described in this title was transferred to the above buyer and that the odometer reading has been disclosed to the buyer.				
C	I am aware of the dealer's odometer certification. Date of Sale _____ Sale Price _____			
	Buyer(s) Printed Name _____		Buyer(s) Signature _____	
	Buyer(s) Address _____		City _____ State _____ Zip Code _____	
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%; text-align: center;">ODOMETER READING (No 10 digits)</td> <td> I certify to the best of my knowledge that the odometer reading is the actual mileage unless one of the following statements is checked: <input type="checkbox"/> 1. The mileage stated is in excess of mechanical limits. <input type="checkbox"/> 2. The odometer reading is not the actual mileage. WARNING-ODOMETER DISCREPANCY </td> </tr> </table>			ODOMETER READING (No 10 digits)
ODOMETER READING (No 10 digits)	I certify to the best of my knowledge that the odometer reading is the actual mileage unless one of the following statements is checked: <input type="checkbox"/> 1. The mileage stated is in excess of mechanical limits. <input type="checkbox"/> 2. The odometer reading is not the actual mileage. WARNING-ODOMETER DISCREPANCY			
Dealer(s) Signature _____		Dealer(s) Printed Name _____ Dealer Number _____ Licensing Jurisdiction _____		
The dealer certifies that the vehicle described in this title was transferred to the above buyer and that the odometer reading has been disclosed to the buyer.				
D	DOES YOUR VEHICLE QUALIFY FOR CAR TAX RELIEF?			
	If you can answer YES to any of the following questions, your motor vehicle is considered by State Law to have a business use and does NOT qualify for Personal Property Tax Relief. • Is more than 50% of the vehicle's annual mileage used as a business expense for federal income tax purposes OR reimbursed by an employer? • Is more than 50% of the depreciation associated with the vehicle deducted as a business expense for Federal Income Tax purposes? • Is the cost of the vehicle expensed pursuant to Section 179 of the Internal Revenue Service Code? • If the vehicle is leased by an individual, does the leasing company pay the tax without reimbursement from the individual?			
	This vehicle is for <input type="checkbox"/> Personal Use <input type="checkbox"/> Business Use Check one of the boxes. See business use criteria above.			
E	LIENOR'S NAME _____		LIENOR CODE _____ DATE OF LIEN _____	
	ADDRESS _____		CITY _____ STATE _____ ZIP _____	
F	VEHICLE COLOR _____ REGISTRATION PERIOD (check one): <input type="checkbox"/> One Year <input type="checkbox"/> Two Years (\$2 discount applies) REGISTRATION TYPE (check one): <input type="checkbox"/> Private <input type="checkbox"/> Rental <input type="checkbox"/> Volunteer Emergency Vehicle <input type="checkbox"/> For Hire FOR-HIRE VEHICLE USE (check all that apply): <input type="checkbox"/> Interstate Operations Only (Less than 26,001 lbs.) <input type="checkbox"/> Exempt Commodity Operations <input type="checkbox"/> Operating Authority <input type="checkbox"/> Leased to a Motor Carrier If you checked Operating Authority or Leased to a Motor Carrier, check all of the following for which the vehicle is used: <input type="checkbox"/> Carrier Passengers (Regular Routes) <input type="checkbox"/> Carrier Passengers (Irregular Routes) <input type="checkbox"/> Non-Profit/Tax-Exempt <input type="checkbox"/> Employee Hauler <input type="checkbox"/> Taxicab <input type="checkbox"/> Bulk Property Carrier <input type="checkbox"/> Contract Bus Carrier <input type="checkbox"/> Contract Passenger Carrier <input type="checkbox"/> Sight-Seeing Carrier <input type="checkbox"/> Household Goods Carrier <input type="checkbox"/> Property Carrier PERMANENT PLATES may be issued to trailers (except travel trailers), semi-trailers, truck/tractor trucks with a GVWR or GCWR of more than 26,000 lbs.; taxis; common carrier for-hire vehicles; truck/tractor trucks with a GVWR or GCWR of 7,501 lbs. to 26,000 lbs. If used for business only or farming. TRAILER PERMANENT - no-time fee (check one): <input type="checkbox"/> Regular Size <input type="checkbox"/> Small Size (Gross weight of trailer must be 4,000 lbs. or less) FOR-HIRE PASSENGER PERMANENT (check one): <input type="checkbox"/> E Permanent <input type="checkbox"/> Passenger Permanent <input type="checkbox"/> Great Seal Permanent <input type="checkbox"/> Mountain to Seashore Permanent INSURANCE CERTIFICATION. I/WE CERTIFY THAT (CHECK ONE): <input type="checkbox"/> THIS VEHICLE IS INSURED BY A LIABILITY POLICY ISSUED THROUGH AN INSURANCE COMPANY LICENSED TO DO BUSINESS IN VIRGINIA AND IT WILL REMAIN INSURED WHILE REGISTERED. <input type="checkbox"/> THIS VEHICLE IS NOT INSURED; THEREFORE, I/WE ARE REMITTING THE APPLICABLE UNINSURED MOTOR VEHICLE FEE. (This fee provides NO insurance coverage). A VEHICLE MUST BE INSURED WITH LIABILITY COVERAGE WHEN IT IS REGISTERED, AND IT MUST REMAIN INSURED WHILE REGISTERED, WHETHER OR NOT IT IS OPERATED, OR THE UNINSURED MOTOR VEHICLE FEE MUST BE PAID. PENALTIES ARE SEVERE FOR VIOLATION OF THIS REQUIREMENT. POWER OF ATTORNEY FOR NON-RESIDENT(S) AND CORPORATION(S) NOT DOMICILED IN VIRGINIA: PURSUANT TO THE PROVISIONS OF SECTION 46-2-4001 OF THE CODE OF VIRGINIA, I/WE APPOINT THE COMMISSIONER OF THE DEPARTMENT OF MOTOR VEHICLES OF THE COMMONWEALTH OF VIRGINIA TO BE MY/OUR TRUE AND LEGAL AGENT UPON WHOM ALL LEGAL PROCESSES AGAINST ME/US MAY BE SERVED IN ANY LEGAL PROCEEDING ARISING FROM THE OPERATION AND/OR USE OF ANY MOTOR VEHICLE REGISTERED IN MY/OUR NAME(S) IN THE COMMONWEALTH OF VIRGINIA. I/WE AGREE THAT ANY LAWFUL PROCESS OR NOTICE TO ME/US WHICH IS SERVED ON THE COMMISSIONER SHALL HAVE THE SAME LEGAL EFFECT AS IF SERVED ON ME/US WITHIN THE COMMONWEALTH OF VIRGINIA.			
	CERTIFICATION:			
	NO PAPER TITLE - Check this box: <input type="checkbox"/> If you do not want a paper title issued to you. An electronic Certificate of Title will remain on the file for this vehicle at DMV. If this application is for joint ownership, do you wish clear rights of ownership to be transferred to the surviving owner in the event of the death of either the owner or co-owner? <input type="checkbox"/> YES <input type="checkbox"/> NO Are any of the vehicle owners on active military duty or service? <input type="checkbox"/> YES <input type="checkbox"/> NO I/We certify and affirm under penalty of perjury that the information contained in this application is true and correct to the best of my/our knowledge. I/We understand it is unlawful to knowingly make a false statement and any violation may be prosecuted as a felony as provided in Virginia law.			
	SIGNATURE OF APPLICANT _____ DATE _____			
	SOCIAL SECURITY NUMBER/FIN OF APPLICANT _____			
	SIGNATURE OF CO-APPLICANT _____ DATE _____			
	SOCIAL SECURITY NUMBER/FIN OF CO-APPLICANT _____			
	STREET ADDRESS _____			
	CITY _____ STATE _____ ZIP _____			
	VEHICLE PRINCIPALLY GARAGED IN CITY, TOWN, COUNTY OR STATE OF _____			
	<input type="checkbox"/> CITY OR TOWN OF _____ <input type="checkbox"/> COUNTY OF _____			
	G	DMV USE ONLY SALE PRICE \$ _____ BEFORE TRADE-IN ALLOWANCE \$ _____ TAX \$ _____ (OWNERS TAX MAY APPLY) TITLE FEE \$ _____ TRANSFER FEE \$ _____ REG FEE \$ _____ WT INCREASE FEE \$ _____ PERSONALIZED PLATE FEE \$ _____ UMV FEE \$ _____ OTHER \$ _____ TOTAL \$ _____		WITH LIEN <input type="checkbox"/> YES <input type="checkbox"/> NO Proof of Address (Attach paper document if present)
CLERK STAMP 				

Reassignment Form, Control No., (If applicable) _____

LOG# _____ PLATE TYPE _____ PLATE NO. _____ EXPIRE DATE _____ TITLE NUMBER _____

DMV USE ONLY

COMMONWEALTH OF VIRGINIA

DEPARTMENT OF MOTOR VEHICLES

CERTIFICATE OF TITLE FOR A VEHICLE

KEEP IN SAFE PLACE - ANY ALTERATION OR ERASURE VOIDS THIS TITLE

THE DEPARTMENT OF MOTOR VEHICLES, COMMONWEALTH OF VIRGINIA, HEREBY CERTIFIES THAT AN APPLICATION FOR A CERTIFICATE OF TITLE HAS BEEN MADE FOR THE VEHICLE DESCRIBED HEREON PURSUANT TO THE PROVISIONS OF THE MOTOR VEHICLE LAWS OF THIS COMMONWEALTH, THAT THE APPLICANT NAMED ON THE FACE HEREON HAS BEEN DULY RECORDED AS THE LAWFUL OWNER OF SAID VEHICLE, AND THAT, FROM THE STATEMENTS OF THE OWNER AND THE RECORDS ON FILE WITH THIS DEPARTMENT, THE HEREON DESCRIBED VEHICLE IS SUBJECT TO THE SECURITY INTEREST RECORDS ON FILE WITH THIS DEPARTMENT, AND AS DESCRIBED HEREON, IF ANY. THE MOTOR VEHICLE LAWS OF THIS COMMONWEALTH ALSO PROVIDE THAT ALL TITLE AND REGISTRATION INFORMATION IN THE OFFICE OF THE DEPARTMENT OF MOTOR VEHICLES IS PRIVILEGED AND ONLY SUBJECT TO DISSEMINATION TO AUTHORIZED AGENCIES, BUSINESS ORGANIZATIONS OR AGENTS, GOVERNMENTAL ENTITIES AND INDIVIDUALS UNDER THE CONDITIONS SPECIFIED BY MOTOR VEHICLE CODE SECTIONS 46-2-209 AND 46-2-210.

383 383CJS ORIGINAL

VEHICLE IDENTIFICATION NO.		YEAR	MAKE	VEHICLE BODY	TITLE NO.
1GKLVNED6A0138200		2010	GMC	SPORT UTILITY	77531703
EMPTY WGT.	GROSS WGT.	GVWR	GCWR	AXLES	FUEL
4993				2	GAS
SALES TAX PAID			ODOMETER	DATE ISSUED	
1259.82			8*	11/12/09	
OTHER PERTINENT DATA			ODOMETER BRAND		
OS			ACTUAL		

Name(s) and address(es) of vehicle owners:

ARI FLEET LT
9000 MIDLANTIC DRIVE
MOUNT LAUREL NJ 08054

THIS IS NOT A TITLE NUMBER

G48787382

NO LIENS

A Federal and State law requires that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment. The undersigned hereby certifies that the vehicle described in this title has been transferred to the following (printed name and address of Buyer(s)).

Buyer(s) Name: Palisades Dealer Funding LLC

Street: 72-12 Avenue Blvd

City (State) Zip: Woodside NY 11377

DATE OF SALE: 11-12-09

SALE PRICE

ODOMETER READING (No Tens)

I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:

☐ 1. The mileage stated is in excess of the mechanical limits. ☐ 2. The odometer reading is not the actual mileage.

WARNING ODOMETER DISCREPANCY

Signature of Seller(s)

Printed Name of Seller(s)

ARI FLEET LT

Signature of Buyer(s)

Printed Name of Buyer(s)

I am aware of the above odometer certification made by the Seller(s)

I am aware of the above odometer certification made by the Seller(s)

DETACH HERE

Dealer's Name

Licensing Jurisdiction

ANY ALTERATIONS OR ERASURES WILL VOID THIS CERTIFICATE OF TITLE AND IT MUST THEN BE SURRENDERED TO SECURE A REPLACEMENT.

PURCHASER MUST SECURE A NEW TITLE, OR SURRENDER THIS ONE TO DMV WITHIN 30 DAYS OF SALE DATE.

VS431L (REV. 07/98)

Federal and State law requires that you state the mileage in connection with the transfer of ownership. Failure to complete the odometer disclosure statement or providing a false statement may result in fines and/or imprisonment.										
DEALER REASSIGNMENT	B		I am aware of the dealer's odometer certification. Date of Sale _____ Sale Price _____							
	Buyer(s) Printed Name _____		Buyer(s) Signature _____							
	Buyer(s) Address _____		City _____ State _____ Zip Code _____							
	ODOMETER READING (Miles) _____		I certify to the best of my knowledge that the odometer reading is the actual mileage unless one of the following statements is checked: <input type="checkbox"/> 1. The mileage stated is in excess of mechanical limits. <input type="checkbox"/> 2. The odometer reading is not the actual mileage. WARNING-ODOMETER DISCREPANCY							
Dealer(s) Signature _____		Dealer(s) Printed Name _____		Dealer Number _____		Licensing Jurisdiction _____				
The dealer certifies that the vehicle described in this title was transferred to the above buyer and that the odometer reading has been disclosed to the buyer.										
DEALER REASSIGNMENT	C		I am aware of the dealer's odometer certification. Date of Sale _____ Sale Price _____							
	Buyer(s) Printed Name _____		Buyer(s) Signature _____							
	Buyer(s) Address _____		City _____ State _____ Zip Code _____							
	ODOMETER READING (Miles) _____		I certify to the best of my knowledge that the odometer reading is the actual mileage unless one of the following statements is checked: <input type="checkbox"/> 1. The mileage stated is in excess of mechanical limits. <input type="checkbox"/> 2. The odometer reading is not the actual mileage. WARNING-ODOMETER DISCREPANCY							
Dealer(s) Signature _____		Dealer(s) Printed Name _____		Dealer Number _____		Licensing Jurisdiction _____				
The dealer certifies that the vehicle described in this title was transferred to the above buyer and that the odometer reading has been disclosed to the buyer.										
PERSONAL PROPERTY TAX RELIEF	D		DOES YOUR VEHICLE QUALIFY FOR CAR TAX RELIEF?							
	If you can answer YES to any of the following questions, your motor vehicle is considered by State Law to have a business use and does NOT qualify for Personal Property Tax Relief. • Is more than 50% of the vehicle's annual mileage used as a business expense for federal income tax purposes OR reimbursed by an employer? • Is more than 50% of the depreciation associated with the vehicle deducted as a business expense for Federal Income Tax purposes? • Is the cost of the vehicle expensed pursuant to Section 179 of the Internal Revenue Service Code? • If the vehicle is leased by an individual, does the leasing company pay the tax without reimbursement from the individual?									
	This vehicle is for <input type="checkbox"/> Personal Use <input type="checkbox"/> Business Use Check one of the boxes. See business use criteria above.									
LIEN INFORMATION	E		LIENOR'S NAME _____		LIENOR CODE _____		DATE OF LIEN _____			
	F		ADDRESS _____		CITY _____		STATE _____ ZIP _____			
	G		VEHICLE COLOR _____							
	H		REGISTRATION PERIOD (check one): <input type="checkbox"/> One Year <input type="checkbox"/> Two Years (\$2 discount applies) REGISTRATION TYPE (check one): <input type="checkbox"/> Private <input type="checkbox"/> Rental <input type="checkbox"/> Volunteer Emergency Vehicle <input type="checkbox"/> For Hire FOR-HIRE VEHICLE USE (check all that apply): <input type="checkbox"/> Interstate Operations Only (Less than 26,001 lbs.) <input type="checkbox"/> Exempt Commodity Operations <input type="checkbox"/> Operating Authority <input type="checkbox"/> Leased to a Motor Carrier If you checked Operating Authority or Leased to a Motor Carrier, check all of the following for which the vehicle is used: <input type="checkbox"/> Carrier Passengers (Regular Routes) <input type="checkbox"/> Carrier Passengers (Irregular Routes) <input type="checkbox"/> Non-Profit/Tax-Exempt <input type="checkbox"/> Employee Hauler <input type="checkbox"/> Taxicab <input type="checkbox"/> Bulk Property Carrier <input type="checkbox"/> Contract Bus Carrier <input type="checkbox"/> Contract Passenger Carrier <input type="checkbox"/> Sight-Seeing Carrier <input type="checkbox"/> Household Goods Carrier <input type="checkbox"/> Property Carrier PERMANENT PLATES may be issued to trailers (except travel trailers), semi-trailers, truck/tractor trucks with a GVWR or GCWR of more than 26,000 lbs.; taxis; common carrier for-hire vehicles; truck/tractor trucks with a GVWR or GCWR of 7,501 lbs. to 26,000 lbs. if used for business only or farming. TRAILER PERMANENT - one-time fee (check one): <input type="checkbox"/> Regular Size <input type="checkbox"/> Small Size (Gross weight of trailer must be 4,000 lbs. or less) FOR-HIRE PASSENGER PERMANENT (check one): <input type="checkbox"/> E Permanent <input type="checkbox"/> Passenger Permanent <input type="checkbox"/> Great Seal Permanent <input type="checkbox"/> Mountain to Seashore Permanent INSURANCE CERTIFICATION, I/WE CERTIFY THAT (CHECK ONE): <input type="checkbox"/> THIS VEHICLE IS INSURED BY A LIABILITY POLICY ISSUED THROUGH AN INSURANCE COMPANY LICENSED TO DO BUSINESS IN VIRGINIA AND IT WILL REMAIN INSURED WHILE REGISTERED. <input type="checkbox"/> THIS VEHICLE IS NOT INSURED; THEREFORE, I/WE ARE REMITTING THE APPLICABLE UNINSURED MOTOR VEHICLE FEE. (This fee provides NO insurance coverage). A VEHICLE MUST BE INSURED WITH LIABILITY COVERAGE WHEN IT IS REGISTERED, AND IT MUST REMAIN INSURED WHILE REGISTERED, WHETHER OR NOT IT IS OPERATED, OR THE UNINSURED MOTOR VEHICLE FEE MUST BE PAID. PENALTIES ARE SEVERE FOR VIOLATION OF THIS REQUIREMENT. POWER OF ATTORNEY FOR NON-RESIDENT(S) AND CORPORATION(S) NOT DOMICILED IN VIRGINIA PURSUANT TO THE PROVISIONS OF SECTION 46-2-601 OF THE CODE OF VIRGINIA, I/WE APPOINT THE COMMISSIONER OF THE DEPARTMENT OF MOTOR VEHICLES OF THE COMMONWEALTH OF VIRGINIA, TO BE MY/OUR TRUE AND LEGAL AGENT UPON WHOM ALL LEGAL PROCEEDINGS AGAINST ME/US MAY BE SERVED IN ANY LEGAL PROCEEDING ARISING FROM THE OPERATION AND/OR USE OF ANY MOTOR VEHICLE REGISTERED IN MY/OUR NAME(S) IN THE COMMONWEALTH OF VIRGINIA. I/WE AGREE THAT ANY LAWFUL PROCESS OR NOTICE TO ME/US WHICH IS SERVED ON THE COMMISSIONER SHALL HAVE THE SAME LEGAL EFFECT AS IF SERVED ON ME/US WITHIN THE COMMONWEALTH OF VIRGINIA.							
CERTIFICATION OF BUYER	G		NO PAPER TITLE - Check this box <input type="checkbox"/> If you do not want a paper title issued to you. An electronic Certificate of Title will remain on the file for this vehicle at DMV. If this application is for joint ownership, do you wish clear rights of ownership to be transferred to the surviving owner in the event of the death of either the owner or co-owner? <input type="checkbox"/> YES <input type="checkbox"/> NO Any one of the vehicle owners on active military duty or service? <input type="checkbox"/> YES <input type="checkbox"/> NO I/We certify and affirm under penalty of perjury that the information contained in this application is true and correct to the best of my/our knowledge. I/We understand it is unlawful to knowingly make a false statement and any violation may be prosecuted as a felony as provided in Virginia law. SIGNATURE OF APPLICANT _____ DATE _____ SOCIAL SECURITY NUMBER/FIN OF APPLICANT _____ SIGNATURE OF CO-APPLICANT _____ DATE _____ SOCIAL SECURITY NUMBER/FIN OF CO-APPLICANT _____ STREET ADDRESS _____ CITY _____ STATE _____ ZIP _____ VEHICLE PRINCIPALLY GARAGED IN CITY, TOWN, COUNTY OR STATE OF _____ <input type="checkbox"/> CITY OR TOWN OF _____ <input type="checkbox"/> COUNTY OF _____							
	H		DMV USE ONLY SALE PRICE \$ _____ REG. FEE \$ _____ TAX \$ _____ TITLE FEE \$ _____ TRANSFER FEE \$ _____ REG. FEE \$ _____ WT. INCREASE FEE \$ _____ PERSONALIZED PLATE FEE \$ _____ DMV FEE \$ _____ OTHER \$ _____ TOTAL \$ _____							
	I		WITH LIEN <input type="checkbox"/> YES <input type="checkbox"/> NO Proof of Address (specify proof document presented) _____ CLERK STAMP _____							
	J		Reassignment Form, Control No., (if applicable) _____							

LOG# _____ PLATE TYPE _____ PLATE NO. _____ EXPIRE DATE _____ TITLE NUMBER _____ DAY USE DATE _____

☐ Salvage
MV-907A No.

New York State Department of Motor Vehicles
WHOLESALE CERTIFICATE OF SALE
This Certificate Is Not Valid for Retail Transactions

W 1544044

VEHICLE INFORMATION:

Year	Make	Model	Body Type	Color	Weight (Unladen)	Fuel Type	Cylinders	Adjustable Seating Capacity
10	BMW	116i	4dr				4	

Vehicle Identification Number	Year(s)	Transporter Plate No.
6KUNN19216A011B82055		

DEALER INFORMATION:

Name and Address (Print)
Palisades Dealer Funding LLC

PURCHASER INFORMATION:

Name and Address (Print)
11111 11111 500 S 32ND ST ELYSIUM

Date of Sale

PRIOR OWNER INFORMATION:

Source of Ownership (Name and Address)
11111 11111 3000 HIGHLAND DR THOUGHT

Date of Purchase

ODOMETER DISCLOSURE STATEMENT - Dealer must complete this section

Federal and state laws require that you state the mileage of the vehicle described on this certificate, when transferring ownership. Failure to do so, or not telling the truth about the mileage, may result in fines and/or imprisonment.

The odometer on the vehicle described above has ☒ 5 digits ☐ 6 digits, not including tenths

☐ I certify that, to the best of my knowledge, this odometer reading reflects the "ACTUAL MILEAGE" of the vehicle described above.

☐ I certify that, to the best of my knowledge, this odometer reading "EXCEEDS MECHANICAL LIMITS."

☒ I certify that, to the best of my knowledge, this odometer reading is "NOT THE ACTUAL MILEAGE. WARNING: ODOMETER DISCREPANCY."

ODOMETER READING
83722

(no tenths)

DEALER CERTIFICATION:

I certify that the vehicle described above was sold to the purchaser on the date indicated. False statements made on this certificate are punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal Law.

DEALER (or authorized representative) SIGN name in full	PRINT name in full	Date	Seller's Facility No.
	Palisades Dealer Funding LLC		11111 11111
PURCHASER SIGN name in full	PRINT name in full	Date	Purchaser's Facility No.
	11111 11111		

PART 1 - ORIGINAL

ANY CHANGE OR ALTERATION VOIDS THIS CERTIFICATE

PIERCE, CHARLES, T
6 IDA LN
ELLENVILLE

NY 12428

004547

CERTIFICATE OF TITLE

NEW YORK STATE

www.dmv.ny.gov

Title and Identification No

1J4NF5FB7BD282296
1J4NF5FB7BD282296

Year

2011

Make

JEEP

Model Code

OMP

Body/Hull

SUEN

Document No

087305X

Color

GY

Wt/Sts/Lght

3286

Fuel

GAS

Cyl/Prop

4

New or Used

USED

Type of Title

VEHICLE

Date Issued

7/27/12

Name and Address of Owner(s)

PIERCE, CHARLES, T

6 IDA LN

ELLENVILLE NY

12428

ODOMETER READING:

00011

ACTUAL MILEAGE

00011

REBUILT SALVAGE/NY

This document is your proof of ownership for this vehicle, boat or manufactured home. Keep it in a safe place, not with your license or registration or any other vehicle or boat. To dispose of your vehicle, boat or manufactured home, complete the transfer section on the back and give this title to the new owner.

Lienholder

Lienholder

NO LIENS RECORDED

NO LIENS RECORDED

Lienholder

Lienholder

NO LIENS RECORDED

NO LIENS RECORDED

NY 299 (7/11)

DEPARTMENT OF MOTOR VEHICLES

ANY CHANGE OR ERASURE WILL VOID THIS TITLE -- ANY FALSE STATEMENT IS A MISDEMEANOR

SECTION I - Transfer by Owner

ODOMETER DISCLOSURE STATEMENT

Note: This vehicle cannot be registered or titled in the name of the new owner unless mileage is disclosed.

Federal and State Law require that you state the mileage of the vehicle described on this certificate when transferring ownership. Failure to do so, or providing a false statement, may result in fines and/or imprisonment.

I certify that, to the best of my knowledge, this odometer reading (check one):

- ☐ 1. reflects the ACTUAL MILEAGE as seen on the odometer of the vehicle described on the front.
☐ 2. EXCEEDS MECHANICAL LIMITS (odometer started over at zero)
☐ 3. not the actual mileage. WARNING - ODOMETER DISCREPANCY.

ODOMETER READING

1560

(no tenths)

ODOMETER HAS SPACE FOR: (Check one)

- ☐ Five Digits, excluding tenths
☒ Six Digits, excluding tenths

DAMAGE DISCLOSURE STATEMENT (To be Completed by Owner Named on Face of Title)

I certify that, to the best of my knowledge, this vehicle: ☐ has been or ☒ has not been wrecked, destroyed or damaged to such an extent that the total estimate or actual cost of parts and labor to rebuild or reconstruct the vehicle to the condition it was in before an accident, and for legal operation on the road or highways, is more than 75% of the retail value of the vehicle at the time of loss. (Checking the "has" box means that the vehicle must have an anti-theft examination before being registered and that the title issued will have the statement "Rebuilt Salvage NY" on it.)

I or we transfer the vehicle, boat or manufactured home described on this certificate. At the time of transfer, this title is subject only to the liens or encumbrances listed on this certificate, if any. I also certify that this is the most recent title issued for this vehicle, boat or manufactured home.

Note: Section 2113 of the Vehicle and Traffic Law requires that application for a title must be made within 30 days of transfer.

Seller	Seller's Signature	CHARLES T PIERCE			Seller's Name (Print in Full)	CHARLES T PIERCE		
	Street Address	City	State	ZIP code	Date of Statement			
Buyer	Buyer's Signature	SAW MILL AUTO SALES			Buyer's Name (Print in Full)	SAW MILL AUTO SALES		
	Street Address	City	State	ZIP code	Date of Statement			

SECTION II - Reassignment by Manufactured Home Dealer or Registered Boat Dealer or Out-of-State Dealer

ODOMETER DISCLOSURE STATEMENT

Note: This vehicle cannot be registered or titled in the name of the new owner unless mileage is disclosed.

Federal and State Law require that you state the mileage of the vehicle described on this certificate when transferring ownership. Failure to do so, or providing a false statement, may result in fines and/or imprisonment.

I certify that, to the best of my knowledge, this odometer reading (check one):

- ☐ 1. reflects the ACTUAL MILEAGE of the vehicle described on the front.
☐ 2. EXCEEDS MECHANICAL LIMITS (odometer started over at zero)
☐ 3. not the actual mileage. WARNING ODOMETER DISCREPANCY.

ODOMETER READING

(no tenths)

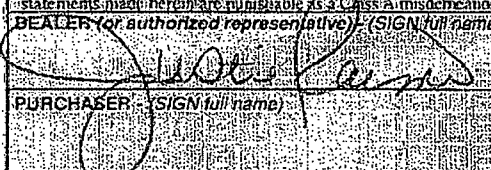

ODOMETER HAS SPACE FOR: (Check one)

- ☐ Five Digits, excluding tenths
☐ Six Digits, excluding tenths

I or we transfer the vehicle, boat or manufactured home described on this certificate. At the time of transfer, this title is subject only to the liens or encumbrances listed on this certificate, if any. I also certify that this is the most recent title issued for this vehicle, boat or manufactured home.

Note: Section 2113 of the Vehicle and Traffic Law requires that application for a title must be made within 30 days of transfer.

Seller	Seller's Signature				Seller's Name (Print in Full)			
	Street Address	City	State	ZIP code	Date of Statement			
Buyer	Buyer's Signature				Buyer's Name (Print in Full)			
	Street Address	City	State	ZIP code	Date of Statement			

TYPE OF SALE		New York State Department of Motor Vehicles				RETAIL CERTIFICATE OF SALE		No. 43364901																	
<input type="checkbox"/> WHOLESALE OR <input checked="" type="checkbox"/> RETAIL <input type="checkbox"/> New <input checked="" type="checkbox"/> Used <input type="checkbox"/> Demo <input type="checkbox"/> Salvage		<div style="text-align: right;">* 4 3 3 6 4 9 0 1 *</div>																							
VEHICLE INFORMATION: F8630																									
Year	Make	Model	Body Type	Color	Weight (Unladen)	Fuel Type	Cylinders	Adult Seating Capacity																	
2011	JEEP	COMPASS	SUBN	GN	3286	G	4	6																	
Vehicle Identification Number		Serial		Inspection Certificate Number		Date of Inspection		Inspection Station Number																	
1J4NF5F1B7BD282296		L4		NA		NA		NA																	
Plate/Permit Number		Number of Dealer Plate Loaned		Lease Buyout (Insp. Not Required)		Selling Price																			
NA		NA		<input type="checkbox"/>		NA																			
DEALER INFORMATION (Print Name and Address)																									
SAW MILL AUTO SALES, 12 WORTH ST, YONKERS, NY 10701																									
PURCHASER INFORMATION (Print Name and Address)																									
EFFECT AUTO SALES INC 500 SO BROAD ST ELIZABETH, NJ 07202																									
PRIOR OWNER INFORMATION (Print Name and Address Source of Ownership)																									
CHARLES T PIERCE, 61 DALY, ELLENVILLE, NY 12428																									
ODOMETER DISCLOSURE STATEMENT																									
Federal and state laws require that you state the mileage of the vehicle described on this certificate, when transferring ownership. Failure to do so, or not telling the truth about the mileage may result in fines and/or imprisonment.																									
The odometer on the vehicle described above has: <input type="checkbox"/> 5 digits <input checked="" type="checkbox"/> 6 digits, not including tenths																									
<input checked="" type="checkbox"/> I certify that, to the best of my knowledge, this odometer reading reflects the "ACTUAL MILEAGE" of the vehicle described above.																									
<input type="checkbox"/> I certify that, to the best of my knowledge, this odometer reading "EXCEEDS MECHANICAL LIMITS."																									
<input type="checkbox"/> I certify that, to the best of my knowledge, this odometer reading is "NOT THE ACTUAL MILEAGE WARNING: ODOMETER DISCREPANCY."																									
<div style="text-align: right;"> <table border="1" style="border-collapse: collapse;"> <tr> <th colspan="4">ODOMETER READING</th> </tr> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">5</td> <td style="text-align: center;">6</td> <td style="text-align: center;">0</td> </tr> <tr> <td colspan="4" style="text-align: right;">(no tenths)</td> </tr> </table> </div>										ODOMETER READING								1	5	6	0	(no tenths)			
ODOMETER READING																									
1	5	6	0																						
(no tenths)																									
DEALER CERTIFICATION:																									
I certify: The vehicle described above was sold to the purchaser on the date indicated. At the time of delivery the purchaser was entitled to register the vehicle. This vehicle complied with equipment requirements of the Commissioner's Regulations. At the time of delivery, such equipment was in condition and repair to render satisfactory and adequate service on the public highway under normal use. Equipment certification does not apply to a vehicle sold as new, wholesale, or salvage. All New York State and local taxes due as a result of this sale have been collected from the purchaser. These statements made herein are punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal Law.																									
DEALER (or authorized representative) (SIGN full name)		PRINT full name of dealer or authorized rep		Date		Dealer Facility No																			
		JUSTINE RAINA		10/24/12		7109639																			
PURCHASER (SIGN full name)		PRINT full name of purchaser		Date		Selling Dealer NYS Sales Tax No																			
		EFFECT AUTO SALES		10/24/12		371492321																			

I, RZAEVA IRINA

Was informed by Global Auto, which I purchased the car from, that the car disappeared from the warehouse of CarCont Ltd. The car was paid for by me, that can be confirmed by a copy of the payment document, a copy of the documents for the car, and a confirmation e-mail, that the car has been delivered

(year **2011**, Make **JEEP**, Model **COMPASS**, VIN **1J4NF5FB7BD282296**) to Finland.

I am asking to investigate the situation. Clarify the involvement of all the companies associated with the car purchase and transportation, namely: Global Auto (seller), Empire United (shipper), CarCont Ltd. (warehouse in Finland). And the following involved: Sergey Kapustin (whose signature is on the invoice, which I paid for the purchased car), Michael Hitrinov (owner of companies Empire United, CarCont Ltd.), Empire United / Carcont employees: Vyacheslav Gaidash, Daria Osipova, Denis Shavrikov.

I'm ready to cooperate in any possible way, ready to provide all available information.

Please, report any information that appears to the following e-mail: Irina@specproff.ru

date :February 4, 2013

signature:

Irina Rzaeva

THIS has been sent to the addressee

igor.hitruhin@nordlex.fi

harlangesq@comcast.net

Tbackman@ftic.gov

fcibelli@mscgva.ch Ferdinando Cibelli

skendell@mscgva.ch Simon Kendell

Я Некипелов Денис Николаевич

Был информирован компанией Global Auto, у которой приобрел автомобиль, о том, что автомобиль бесследно исчез со склада временного хранения CarCont Ltd. Автомобиль был оплачен мной, что может быть подтверждено копией платежного документа, копией документов на автомобиль, и подтверждающим письмом на электронной почте, о поступлении автомобиля (Марка **Mercedes-Benz**, Модель **C300 4Matic**, VIN **WDDGF81X49R073295**) в Финляндию.

В связи с чем требую разобраться в данной ситуации. Выяснить причастность к ней всех компаний связанных с покупкой автомобиля и его транспортировкой: а именно: Global Auto (продавец), Empire United (транспортировка авто), CarCont Ltd. (склад хранения автомобиля в Финляндии). Так же непосредственные лица: Сергей Капустин (чья подпись стоит на инвойсе, который оплачен мной для покупки авто), Михаил Хитриков (владелец компаний Empire United, CarCont Ltd.), работники компаний Empire United/Carcont: Вячеслав Гайдаш, Дарья Осипова, Денис Шавриков.

Я готов к полному сотрудничеству, готов предоставить всю имеющуюся информацию.

Прошу, сообщать о любой появляющейся информации мне на e-mail: Nekipelov@inbox.ru и Zvonareva-79@mail.ru

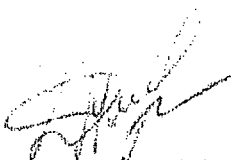
I, Nekipelov Denis

Was informed by Global Auto, which I purchased the car from, that the car disappeared from the warehouse of CarCont Ltd. The car was paid for by me: that can be confirmed by a copy of the payment document, a copy of the documents for the car, and a confirmation e-mail, that the car has been delivered to Finland (Make **Mercedes-Benz**, Model **C300 4Matic**, VIN **WDDGF81X49R073295**) in Finland,

I am asking to investigate the situation. Clarify the involvement of all the companies associated with the car purchase and transportation, namely: Global Auto (seller), Empire United (shipper), CarCont Ltd. (warehouse in Finland). And the following involved: Sergey Kapustin (whose signature is on the invoice, which I paid for the purchased car), Michael Hritinov (owner of companies Empire United, CarCont Ltd.), Empire United / Carcont employees: Vyacheslav Gaidash, Daria Osipova, Denis Shavnikov.

I'm ready to cooperate in any possible way, ready to provide all available information.

Please, report any information that appears to the following e-mail: Nekipelov@inbox.ru и Zvonareva-79@mail.ru


Подпись (Ф.И.О.)

Некипелов Денис Николаевич

Mr. Nekipelov Denis

Я, Овчинников Игорь Юрьевич, был информирован компанией Global Auto, у которой приобрел автомобиль, о том, что автомобиль бесследно исчез со склада временного хранения CarCont Ltd. Автомобиль был оплачен мной, что может быть подтверждено копией платежного документа, копией документов на автомобиль, и подтверждающим письмом на электронной почте, о поступлении автомобиля (GMC Acadia 2010 SLT-2, VIN: 1GKLVNED6AJ138200) в Финляндию.

В связи с чем, требую разобраться в данной ситуации. Выяснить причастность к ней всех компаний связанных с покупкой автомобиля и его транспортировки, а именно: Global Auto (продавец), Empire United (транспортировка авто), CarCont Ltd. (склад хранения автомобиля в Финляндии. Так же непосредственные лица: Сергей Капустин, Майкл Головеря (чья подпись стоит на инвойсе, который оплачен мной для покупки авто), Михаил Хитринов (владелец компаний Empire United, CarCont Ltd.), работники компаний Empire United/Carcone: Вячеслав Гайдаш, Дарья Осипова, Денис Шавриков.

Я готов к полному сотрудничеству, готов предоставить всю имеющуюся информацию.

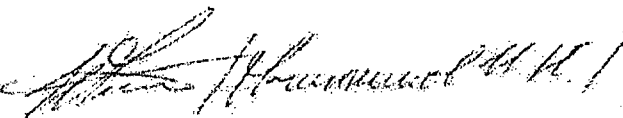
Просьба, сообщать о любой появившейся информации мне на e-mail: oiur@rambler.ru

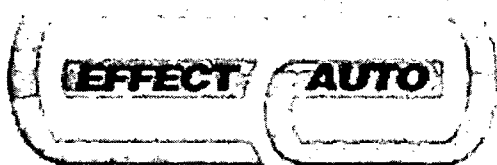
I, Igor Ovchinnikov, was informed by Global Auto, which I purchased the car from, that the car disappeared from the warehouse of CarCont Ltd. The car was paid for by me, that can be confirmed by a copy of the payment document, a copy of the documents for the car, and a confirmation e-mail, that the car has been delivered to Finland (GMC Acadia 2010 SLT-2, VIN: 1GKLVNED6AJ138200) in Finland.

I am asking to investigate the situation. Clarify the involvement of all the companies associated with the car purchase and transportation, namely: Global Auto (seller), Empire United (shipper), CarCont Ltd. (warehouse in Finland). And the following involved: Sergey Kapustin, Michael Goloverya (whose signature is on the invoice, which I paid for the purchased car), Michael Hitrinov (owner of companies Empire United, CarCont Ltd.), Empire United / Carcont employees: Vyacheslav Gaidash, Daria Osipova, Denis Shavrikov.

I'm ready to cooperate in any possible way, ready to provide all available information.

Please, report any information that appears to the following e-mail: oiur@rambler.ru

15.03.2015 г.  / Овчинников И. Ю.



Effect Auto Sales Inc

500 S. Broad St. / Delran NJ 08075 / United States
sales@effectauto.ru, money@effectauto.ru

United States: effectauto.com Russia: effectauto.ru

Customer support: 7.495.668.1186, 7.812.309.25-91

Jan 11, 2012

To: Empire United Lines

Good Morning Mikhail,

Please be advised that Effect Auto Sales will use Carcont Ltd as an agent for unloading of all our cars including cars with Empire investment. Global Cargo already made agreement for us with Carcont. We do not need any Empire bill of lading. Please consign all the containers and cars to Carcont.

If you have any questions please call Sergey Kapustin.

Thank you

Irina Kapustina

A handwritten signature in black ink, appearing to read "Irina Kapustina", followed by a long horizontal line.

Vohra, Anjali

From: Svetlana - Global Auto USA <account@globalautousa.com>
Sent: Monday, December 17, 2012 12:44 PM
To: EUL-Yuliya Mikhalkevich
Subject: invoice needed
Attachments: C104211.doc

From: EUL-Maria Mitrakhovich [<mailto:MariaMitrakhovich@eulines.com>]
Sent: Monday, December 17, 2012 11:22 AM
To: account@globalautousa.com
Subject: TCNU8761450

*Best regards,
Maria Mitrakhovich*

*Empire United Lines., Inc
52 Butler Street
Elizabeth, NJ 07206
Tel: 908 469 9401
Fax: 908 469 9404
e-mail: mariamitrakhovich@eulines.com*

DOCK RECEIPT/ BILL OF LADING

SHIPPER/EXPORTER EMPIRE UNITED LINES 2303 CONEY ISLAND AVE BROOKLYN, NY 11223 TEL: 718-998-6900		DOCUMENT NO BOOKING#038EUL1046438 EXPORT REFERENCE OUR REF# 104211	
CONSIGNEE CARCONT Ltd Merituulentie 424. 48310 Kotka, Finland Tel: +358 5 260 47 22/ Fax: +358 5 260 47 55		FORWARDING AGENT I REFERENCES 	
NOTIFY PARTY 		DOMESTIC ROUTING/EXPORT INSTRUCTIONS NO SED REQUIRED: AES-ITN : X2012	
OCEAN/VESSEL Kaethe C. Rickmers 1250R FOR TRANSSHIPMENT BREMERHAVEN	PORT OF LOADING NEW YORK PORT OF DISCHARGE KOTKA	ONWARD INLAND ROUTING <div style="text-align: center; font-size: 1.5em; font-weight: bold;">CSC PREPAID</div>	

CARRIER'S RECEIPT		PARTICULARS FURNISHED BY SHIPPER		
MARKS AND NUMBERS	NO OF CONT. OR OTHER PKGS.	DESCRIPTION OF GOODS	GROSS WEIGHT	MEASUREMENT
CONTAINER# TCNU8761450 SEAL #7876388	1 X 40'HC	S.T.C.3 CARS 2010 GMC ACADIA SLT-2 VIN# 1GKLVNED6AJ138200 2010 ACURA RDX VIN# 5J8TB2H29AA000682 2010 TOYOTA YARIS VIN# JTDBT4K31A5282314 SIGNATURE..... GAS HAS BEEN DRAINED,BATTERIES DISCONNECTED FREIGHT PREPAID. CSC PREPAID SPD COLLECT EXPRESS RELEASE		

<p style="text-align: center;">DELIVERED BY:</p> LIGHTER TRUCK ARRIVED--- DATETIME..... UNLOADED-- DATETIME..... CHECKED BY IN SHIP PLACED ON DOCK LOCATION	<p>RECEIVED THE ABOVE DESCRIBED GOODS OR PACKAGES SUBJECT TO ALL THE TERMS OF THE UNDESIGNED'S REGULAR FORM OF DOCK RECEIPT AND BILL OF LADING WHICH SHELL CONSTITUTE THE CONTRACT UNDER WHICH THE GOODS ARE RECEIVED, COPIES OF WHICH ARE AVAILABLE FROM THE CARRIER ON REQUEST AND MAY BE INSPECTED AT ANY OF ITS OFFICES</p> <p>FOR THE MASTER</p> <p>BY.....</p> <p>RECEIVING CLERK</p> <p>DATE.....</p>
---	--

Vohra, Anjali

From: Svetlana - Global Auto USA <account@globalautousa.com>
Sent: Sunday, November 11, 2012 5:39 PM
To: EUL-Yuliya Mikhalkevich
Subject: invoice needed
Attachments: c103783.doc

From: EUL-Maria Mitrakhovich [<mailto:MariaMitrakhovich@eulines.com>]
Sent: Wednesday, November 07, 2012 12:46 PM
To: account@globalautousa.com
Subject: TGHU8737440

*Best regards,
Maria Mitrakhovich*

*Empire United Lines., Inc
52 Butler Street
Elizabeth, NJ 07206
Tel: 908 469 9401
Fax: 908 469 9404
e-mail: mariamitrakhovich@eulines.com*

DOCK RECEIPT/ BILL OF LADING

SHIPPER/EXPORTER EMPIRE UNITED LINES 2303 CONEY ISLAND AVE BROOKLYN, NY 11223 TEL: 718-998-6900		DOCUMENT NO BOOKING #038EUL1039353 EXPORT REFERENCE OUR REF#103783	
CONSIGNEE CARCONT Ltd Merituulentie 424. 48310 Kotka, Finland Tel: +358 5 260 47 22/ Fax: +358 5 260 47 55		FORWARDING AGENT REFERENCES	
NOTIFY PARTY		DOMESTIC ROUTING/EXPORT INSTRUCTIONS NO SED REQUIRED: AES-ITN : X2012	
OCEAN/VESSEL Kaethe C. Rickmers 1245R FOR TRANSSHIPMENT BREMERHAVEN	PORT OF LOADING NEW YORK PORT OF DISCHARGE KOTKA	ONWARD INLAND ROUTING <div style="text-align: center; font-size: 1.5em; font-weight: bold;">CSC PREPAID</div>	

CARRIER'S RECEIPT		PARTICULARS FURNISHED BY SHIPPER		
MARKS AND NUMBERS	NO OF CONT. OR OTHER PKGS.	DESCRIPTION OF GOODS	GROSS WEIGHT	MEASUREMENT
CONTAINER# TGHU8737440 SEAL #7876117	1 X 40'HC	S.T.C.3 CARS 2009 VOLKSWAGEN TIGUAN VIN#WVGBV75N29W525297 2011 JEEP COMPASS VIN#1J4NF5FB7BD282296 2009 MERCEDES-BENZ C300 VIN#WDDGF81X49R073295 SIGNATURE..... GAS HAS BEEN DRAINED,BATTERIES DISCONNECTED FREIGHT PREPAID. CSC PREPAID SPD COLLECT EXPRESS RELEASE		

DELIVERED BY: LIGHTER TRUCK ARRIVED--- DATETIME..... UNLOADED-- DATETIME..... CHECKED BY IN SHIP PLACED ON DOCK LOCATION	RECEIVED THE ABOVE DESCRIBED GOODS OR PACKAGES SUBJECT TO ALL THE TERMS OF THE UNDESIGNED'S REGULAR FORM OF DOCK RECEIPT AND BILL OF LADING WHICH SHELL CONSTITUTE THE CONTRACT UNDER WHICH THE GOODS ARE RECEIVED, COPIES OF WHICH ARE AVAILABLE FROM THE CARRIER ON REQUEST AND MAY BE INSPECTED AT ANY OF ITS OFFICES FOR THE MASTER BY..... RECEIVING CLERK DATE.....
---	---

Vohra, Anjali

From: Svetlana - Global Auto USA <account@globalautousa.com>
Sent: Sunday, November 11, 2012 5:39 PM
To: EUL-Yuliya Mikhalkovich
Subject: invoice needed
Attachments: c103783.doc

From: EUL-Maria Mitrakhovich [<mailto:MariaMitrakhovich@eulines.com>]
Sent: Wednesday, November 07, 2012 12:46 PM
To: account@globalautousa.com
Subject: TGHU8737440

*Best regards,
Maria Mitrakhovich*

*Empire United Lines., Inc
52 Butler Street
Elizabeth, NJ 07206
Tel: 908 469 9401
Fax: 908 469 9404
e-mail: mariamitrakhovich@eulines.com*

DOCK RECEIPT/ BILL OF LADING

SHIPPER/EXPORTER EMPIRE UNITED LINES 2303 CONEY ISLAND AVE BROOKLYN, NY 11223 TEL: 718-998-6900		DOCUMENT NO BOOKING #038EUL1039353 EXPORT REFERENCE OUR REF#103783	
CONSIGNEE CARCONT Ltd Merituulentie 424. 48310 Kotka, Finland Tel: +358 5 260 47 22/ Fax: +358 5 260 47 55		FORWARDING AGENT REFERENCES	
NOTIFY PARTY		DOMESTIC ROUTING/EXPORT INSTRUCTIONS NO SED REQUIRED: AES-ITN : X2012	
OCEAN/VESSEL Kaethe C. Rickmers 1245R FOR TRANSSHIPMENT BREMERHAVEN	PORT OF LOADING NEW YORK PORT OF DISCHARGE KOTKA	ONWARD INLAND ROUTING <div style="text-align: center; font-size: 1.5em; font-weight: bold;">CSC PREPAID</div>	

CARRIER'S RECEIPT		PARTICULARS FURNISHED BY SHIPPER		
MARKS AND NUMBERS	NO OF CONT. OR OTHER PKGS.	DESCRIPTION OF GOODS	GROSS WEIGHT	MEASUREMENT
CONTAINER# TGHU8737440 SEAL #7876117	1 X 40'HC	S.T.C.3 CARS 2009 VOLKSWAGEN TIGUAN VIN#WVGBV75N29W525297 2011 JEEP COMPASS VIN#1J4NF5FB7BD282296 2009 MERCEDES-BENZ C300 VIN#WDDGF81X49R073295 SIGNATURE..... GAS HAS BEEN DRAINED,BATTERIES DISCONNECTED FREIGHT PREPAID. CSC PREPAID SPD COLLECT EXPRESS RELEASE		

<p style="text-align: center;">DELIVERED BY:</p> LIGHTER TRUCK ARRIVED--- DATETIME..... UNLOADED-- DATETIME..... CHECKED BY IN SHIP PLACED ON DOCK LOCATION	<p>RECEIVED THE ABOVE DESCRIBED GOODS OR PACKAGES SUBJECT TO ALL THE TERMS OF THE UNDESIGNED'S REGULAR FORM OF DOCK RECEIPT AND BILL OF LADING WHICH SHELL CONSTITUTE THE CONTRACT UNDER WHICH THE GOODS ARE RECEIVED, COPIES OF WHICH ARE AVAILABLE FROM THE CARRIER ON REQUEST AND MAY BE INSPECTED AT ANY OF ITS OFFICES</p> <hr/> <p>FOR THE MASTER</p> <p>BY.....</p> <p>RECEIVING CLERK</p> <p>DATE.....</p>
---	--

From: EUL-Maria Mitrakhovich
Sent: Wednesday, January 9, 2013 8:23 AM
To: 'account@globalautousa.com' <account@globalautousa.com>
Subject: TCKU9873233

*Best regards,
Maria Mitrakhovich*

*Empire United Lines., Inc
52 Butler Street
Elizabeth, NJ 07206
Tel: 908 469 9401
Fax: 908 469 9404
e-mail: mariamitrakhovich@eulines.com*

MASTER BILL OF LADING

SHIPPER/EXPORTER EMPIRE UNITED LINES 2303 CONEY ISLAND AVE BROOKLYN, NY 11223 TEL: 718-998-6900		DOCUMENT NO BOOKING#038EUL1045297	
CONSIGNEE CARCONT Ltd Merituulentie 424. 48310 Kotka, Finland Tel: +358 5 260 47 22/ Fax: +358 5 260 47 55		EXPORT REFERENCE OUR REF# 104452	
NOTIFY PARTY		FORWARDING AGENT REFERENCES	
DOMESTIC ROUTING/EXPORT INSTRUCTIONS NO SED REQUIRED: AES-ITN : X20130103021862 X20130103022095		ONWARD INLAND ROUTING <div style="text-align: center; font-size: 1.5em; font-weight: bold;">CSC PREPAID</div>	
OCEAN/VESSEL MSC Sarah NU301R FOR TRANSSHIPMENT BREMERHAVEN	PORT OF LOADING <div style="text-align: center; font-weight: bold;">NEW YORK</div> PORT OF DISCHARGE <div style="text-align: center; font-weight: bold;">KOTKA</div>		

CARRIER'S RECEIPT		PARTICULARS FURNISHED BY SHIPPER		
MARKS AND NUMBERS	NO OF CONT. OR OTHER PKGS.	DESCRIPTION OF GOODS	GROSS WEIGHT	MEASUREM ENT
CONTAINER# TCKU9873233 SEAL #7876363	1 X 40'HC	S.T.C.3 CARS 2009 BMW X6 VIN# 5UXFG43569L223352 2009 TOYOTA PRIUS VIN# JTDKB20U897858466 2009 TOYOTA CAMRY VIN# 4T1BE46K19U306703 2 ENGINES ON PALLETS GAS HAS BEEN DRAINED,BATTERIES DISCONNECTED FREIGHT PREPAID. CSC PREPAID SPD COLLECT <div style="text-align: center; font-weight: bold; font-size: 1.2em;">EXPRESS RELEASE</div>	1647 KG 1523 KG 1646 KG 200 KG	

<div style="text-align: center; font-weight: bold;">DELIVERED BY:</div> LIGHTER TRUCK ARRIVED--- DATETIME..... UNLOADED-- DATETIME..... CHECKED BY IN SHIP PLACED ON DOCK LOCATION	RECEIVED THE ABOVE DESCRIBED GOODS OR PACKAGES SUBJECT TO ALL THE TERMS OF THE UNDESIGNED'S REGULAR FORM OF DOCK RECEIPT AND BILL OF LADING WHICH SHELL CONSTITUTE THE CON-TRACT UNDER WHICH THE GOODS ARE RECEIVED, COPIES OF WHICH ARE AVAILABLE FROM THE CARRIER ON REQUEST AND MAY BE INSPECTED AT ANY OF ITS OFFICES <hr style="width: 50%; margin-left: 0;"/> FOR THE MASTER BY..... RECEIVING CLERK DATE.....
---	--

Vohra, Anjali

From: Svetlana - Global Auto USA <account@globalautousa.com>
Sent: Thursday, October 18, 2012 1:12 PM
To: Michael Hitrinov; EUL-Maria Mitrakhovich; EUL-Alex Krapivin
Subject: coming vehicles

Michael,

3 vehicles listed below are delivered to your warehouse

2011 Jeep Compass 1J4NF5FB7BD282296
2010 Subaru Outback 4S4BRBAC0A3374154
2008 Subaru Tribeca Limited 4S4WX90D284402874

These two will be delivered today

2009 BMW X5 Turbo Diesel 5UXFF03549LJ96843
2010 Mercury Mariner 4M2CN8B74AKJ17359

So, per our agreement we delivered 12 cars and paid all shipping which was due. Please send me updated table.

--

С уважением,

Светлана,
Global Auto USA.

Телефон: +1 (215) 942-8570.

Skype: svetlana.global.auto.usa

E-mail: account@globalautousa.com

Веб-сайт: www.GlobalAutoUSA.com - Автомобили из США. Продажа авто из Америки.

Vohra, Anjali

From: Svetlana - Global Auto USA <account@globalautousa.com>
Sent: Thursday, October 25, 2012 4:00 PM
To: EUL-Yuliya Mikhailkevich; EUL-Alex Krapivin; Michael Hitrinov
Subject: release needed

Good Day,

Please be advised that we delivered a title for 2001 Jeep Compass VIN#282296.

Please release the following vehicle.

2010 LEXUS RX 350	2T2BK1BA3AC027856
-------------------	-------------------

--

С уважением,

Светлана,
Global Auto USA.

Телефон: +1 (215) 942-8570.

Skype: svetlana.global.auto.usa

E-mail: account@globalautousa.com

Веб-сайт: www.GlobalAutoUSA.com - Автомобили из США. Продажа авто из Америки.

No virus found in this message.

Checked by AVG - www.avg.com

Version: 2012.0.2221 / Virus Database: 2441/5353 - Release Date: 10/25/12

Vohra, Anjali

From: Igor Azikov <igor@effectauto.com>
Sent: Friday, October 26, 2012 9:13 AM
To: EUL-Maria Mitrakhovich
Subject: FW: Release for Effect Auto Sales, Inc

From: Igor Azikov [<mailto:igor@effectauto.com>]
Sent: Friday, October 26, 2012 8:49 AM
To: 'michael@eulines.com'
Subject: FW: Release for Effect Auto Sales, Inc

Good morning Michael,
Please send us release for 2010 VW CC VIN: WVVWML7AN9AE507141.
We dropped off 2008 Mercedes-Benz C300 VIN: WDDGF81X49R073295 as a collateral and ready to pay \$100 fee.
Thank you.

Igor A.
Effect Auto Sales, Inc